



LIMITED WARRANTY OF YOUR TERRAMAC PRODUCT

Congratulations on the purchase of your new Terramac Carrier. As a part of our commitment to quality and reliability, Terramac provides limited warranty coverage for your new Terramac Carrier.

YOU MUST RETURN THE ATTACHED WARRANTY REGISTRATION FORM TO ACTIVATE YOUR WARRANTY.

RETURN TO:

TERRAMAC
550 HEARTLAND DRIVE
SUGAR GROVE, IL 60554 U.S.A.

I. Limited Warranty

Terramac warrants that it will replace, at its sole option and discretion, any original Terramac Carrier parts that are deemed to be defective in material or workmanship. Exceptions to this are identified in Section IV "Pass-through Warranties" and Section V "Exclusions from Limited Warranty". All warranty repairs or replacements will be free of charge and must be performed by an authorized Terramac dealer or approved vendor. Repaired or replaced parts are covered only for the remainder of the Limited Warranty Period (see below).

II. Term of Limited Warranty

The Terramac Carrier Limited Warranty extends until the sooner of (a) twenty-four (24) months or (b) until the Terramac Carrier's electronic control module ("ECM") exceeds 1000 hours (henceforth known as the "Limited Warranty Period"). Registration of the Terramac Limited Warranty is required within 6 months of invoice date or upon the machines ECM reaching 50 hours, whichever comes first. Failure to do so will cause the machine warranty to default back to the date of invoice to the original purchaser.

The Terramac Carrier Limited Warranty terminates upon the expiration of the Limited Warranty Period.

III. Party Covered By Limited Warranty

The Limited Warranty extends to the initial purchaser of the Terramac Carrier and any other transferee of title to the Terramac Carrier during the Limited Warranty Period.

IV. Pass-through Warranties

To the extent the below parts have warranties provided by the original manufacturer, Terramac will transfer these to the purchaser. Parts with pass-through warranties include the following:

1. Engine, including engine block assembly and all internal lubricated parts enclosed therein.
2. Hub Assembly.
3. Drive Motors.
4. Hydraulic Pumps.

V. Exclusions from Limited Warranty

The Limited Warranty **does not** cover the following:

1. Any part that has been subjected to abuse, misuse, unauthorized alterations, modifications, repairs, and or improper or neglected maintenance.
2. Any part damaged in an accident or natural calamity.
3. Any part that fails or is damaged from attachments, accessory items, or parts not sold or approved by Terramac.
4. Expendable and wear items that are normally replaced within the Limited Warranty Period due to normal wear and tear including, but not limited to, filters (air, fuel, oil, hydraulic), brake linings, window glass, light bulbs, belts, etc. Additionally, Terramac does not warranty wear and tear on undercarriage components including bottom rollers, sprockets, idlers, top carrier rollers, pivots shafts, bushings and rubber tracks. Some components (i.e. sprockets, idlers and rollers) are engineered to wear more rapidly to avoid damage to the rubber tracks.
5. The Rubber Tracks are warrantied on the following schedule:
 - a: 0-3 months or 0-250 hours, whichever is less: 100% replacement
 - b: 3-6 months or 251-500 hours, whichever is less: 75% replacement
 - c: 6-9 months or 501-750 hours, whichever is less: 50% replacement
 - d: 9-12 months or 751-1000 hours, whichever is less: 25% replacement

If the Carrier has been used extensively on adverse terrain, rubber track warranty terms may be modified at the discretion of Terramac.

V. Exclusions from Limited Warranty (continued)

6. The Limited Warranty **also** does not cover the following:

- a: Rental of a replacement carrier during the repair period;
- b: Products that have been declared a total loss and subsequently salvaged;
- c: Shipping and handling charges;
- d: Travel time or mileage in excess of 100 miles round trip;

7. GPS devices are standard features of Terramac carriers. Do not remove any GPS devices/capabilities from any carrier unit without Terramac's prior written consent as this will void this warranty.

VI. Warranty and Damage Disclaimer

THE LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY TERRAMAC FOR THE CARRIER. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS, AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

TERRAMAC EXPRESSLY DISCLAIMS, AND UNDER NO CIRCUMSTANCES, WILL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE CARRIER, DOWNTIME COSTS OR CLAIMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

IF APPLICABLE, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

VII. Dealer Responsibility

If you believe that a defect in material or workmanship is present, you must cease operating the Carrier until repairs are made as it may affect the safe and proper operation of the Carrier and may cause additional damage. Damage which occurs from continued operation will not be covered by this warranty. You should contact your authorized Terramac dealer immediately to obtain warranty service.

Terramac recommends that you keep records and receipts of your maintenance; you may be asked to prove that the maintenance instructions have been followed. Failure to present such proof may lead to the denial of your warranty claim.

Dealers are required to perform all repairs and routine lubrication services per OEM specifications. See **Section VIII** , Lubrication Policy, for further details.

VIII. Lubrication Policy

Dealers are required to use the specified OEM fluids or ones with equivalent specifications.

Initial 250 hour hydraulic filter and hub service:

- Must Service:
 - Replace hydraulic filters (Purchasable through Terramac)
 - Replace drive hub oil
 - Obtain hydraulic and gear oil sample (One sample from each hub)
 - Sample kits purchasable through Terramac
- Warrantable:
 - 2 service hours
 - 100 miles (Not to exceed)
 - Filters, gear oil and sample kits (3 kits: 1 hydraulic and 2 hub)

IX. Procedure for Obtaining Warranty Service

Terramac recommends that you take your Carrier to the dealer from whom it was purchased for any warranty service. If that is not possible or is inconvenient, the Carrier must be taken to any authorized Terramac dealer.

In those cases in which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the Terramac dealer at the warrantied owner's location. However, please note the dealer may charge for pickup, delivery, travel time, or mileage. Such charges are not covered and are expressly disclaimed under the Terramac Limited Warranty.

If requested by Terramac, parts for which a warranty claim is made are to be returned for further inspection, transportation prepaid, to Terramac. Defective items should be retained for 180 days after acknowledgment of receipt of the claim, or until resolution of the claim, whichever is longer.

X. Right to Make Changes

Terramac reserves the right to make any changes to the design, manufacturing, etc. of the Carrier at any time without incurring any obligation with respect to any previously ordered, sold, or shipped Carriers.