WARRANTY

D&M Machine Division, Inc. 12 Monte-Brady Rd. Montesano, WA 98563 360-249-3366-Phone 360-249-1171-Fax

D&M Machine Division, Inc. warrants to the original purchaser that each "SLASHBUSTER"® product is free from defects in material and workmanship. D&M Machine Division agrees to repair or replace under this warranty any defective product for a period of 6 months from the original date of purchase.

This warranty is not transferable and does not cover damage or liability caused by improper operation, improper maintenance or the use of accessories and/or attachments not specifically recommended by D&M Machine Division, Inc. for this product.

1. Warranty Coverage:

Within the warranty period, D&M Machine Division, Inc. will repair or replace at its option, free of charge, any part or parts of the new machine which are found by D&M Machine Division, Inc. to be defective in material and/or workmanship. (Any replaced parts must be returned to D&M Machine Division, Inc. with its transportation charge prepaid, all warranty parts will be invoiced. A credit will be issued with return of all warrantable parts.)

2. <u>Limitation of Liability</u>:

D&M Machine Division, Inc. shall not be liable for:

- 2.1 Any cost for repairs, alterations or replacements or expenses connected therewith made or incurred by other than D&M Machine Division, Inc.
- 2.2 Any special and consequential damages caused by defective materials, parts, or equipment except for repairing or replacement of parts as described under warranty coverage.
- 2.3 Any damages caused by the use of other than genuine D&M Machine Division, Inc. replacement parts.
- 2.4 Any loss or damage sustained or caused by the use of the machine while any of the parts were loose, broken or out of order.
- 2.5 Any damage caused if the machine is improperly operated or its successful operation is impaired by natural elements after its delivery to the customer.

3. <u>Items Not Covered by Warranty</u>:

- 3.1 Cutting wheel, teeth, hoses, grease fittings, packings, other normal wearing and aging parts.
- 3.2 Transportation charges or work performed in field.

The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral or implied. (Including any warranty or merchantability or fitness for purpose.)

Operation of the equipment beyond its rated capacity will void all warranty terms.