



# LIMITED WARRANTY

EFFECTIVE JANUARY 1, 2007

## WHAT DOES THIS WARRANTY COVER?

MBW, Incorporated (MBW) warrants each New Machine against defects in material and workmanship for a period of twelve (12) months. "New Machine" means an unused machine shipped directly from MBW or authorized MBW dealer to the end user. This warranty commences on the first day the machine is sold, assigned to a rental fleet, or otherwise put to first use.

MBW warrants each Demonstration Machine against defects in material and workmanship for a period of six (6) months. "Demonstration Machine" means a machine used by MBW or its agents for promotional purposes. This warranty commences on the first day the machine is sold, assigned to a rental fleet, or otherwise put to use.

This warranty covers the labor cost for replacement or repair of parts, components, or equipment on New Machines or Demonstration Machines, and MBW shall pay labor costs at MBW's prevailing rate to affect the warranted repair or replacement. MBW reserves the right to adjust labor claims on a claim-by-claim basis.

This warranty covers the shipping cost of replacement parts, components, or equipment via common ground carriers from MBW to an authorized MBW dealer. Air freight is considered only in cases where ground transportation is not practical.

## MAY THIS WARRANTY BE TRANSFERRED?

This warranty is non-transferable and only applies to the original end user of a new machine or demonstration machine.

## WHAT DOES THIS WARRANTY NOT COVER?

This warranty does not cover any Used Equipment. "Used Equipment" means any MBW machine or equipment that is not a New Machine or a Demonstration Machine. All Used Equipment is sold AS IS/WHERE IS WITH ALL FAULTS.

This warranty does not cover any New Machine, Demonstration Machine, or their equipment, parts, or components altered or modified in any way without MBW's prior written consent. This warranty does not cover the use of parts not specifically approved by MBW for use on MBW products. This warranty does not cover misuse, neglect, shipping damage, accidents, acts of God, the operation of any New Machine or Demonstration Machine in any way other than recommended by MBW in accordance with its specifications, or any other circumstances beyond MBW's control. This warranty does not cover any New Machine or Demonstration Machine repaired by anyone other than MBW factory branches or authorized MBW distributors.

This warranty does not cover, and MBW affirmatively disclaims, liability for any damage or injury resulting directly or indirectly from design, materials, or operation of a New Machine or Demonstration Machine or any other MBW product. MBW's liability with respect to any breach of warranty shall be limited to the provisions of this document and in no event shall exceed an amount equal to the purchase price of the New Machine or Demonstration Machine purchased from MBW.

This warranty does not cover engines, motors, and other assemblies or components produced by other manufacturers and used on a New Machine or Demonstration Machine, as said engines, motors, and other assemblies or components may have warranties provided by the manufacturer thereof. This warranty does not apply to consumable items, such as v-belts, filters, trowel and screed blades, seals, shock mounts, batteries, and the like, all of which are sold AS IS/WHERE IS WITH ALL FAULTS.

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ENGLAND:  
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Bradley Fold Trading  
Estate Unit 6  
Radcliffe Moor Road  
Bolton BL2 6RT  
Phone: 01204 387784  
Fax: 01204 387797

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This warranty does not cover the cost of transportation and other expenses which may be connected with warranty service but not specifically mentioned herein.

This warranty does not cover any updates to any New Machine, Demonstration Machine, or any other MBW product. MBW reserves the right to improve or make product changes without incurring any obligation to update, refit, or install the same on New Machines or Demonstration Machines previously sold.

### **WHAT MUST YOU DO TO OBTAIN WARRANTY COVERAGE?**

Each New Machine or Demonstration Machine is accompanied by a Warranty Registration Card. You must sign, date, and return the Warranty Registration Card to the place of origin of the New Machine or Demonstration Machine, either to MBW, Inc. at P.O. Box 440, Slinger, Wisconsin 53086, MBW (UK), Ltd. at Units 2 & 3 Cochrane Street, Bolton BL3 6BN, United Kingdom or MBW FRANCE SARL at ZA D'Outreville, 5 Rue Jean Baptiste Neron, Bornel 60540 France, within ten (10) days after purchase, assignment to a rental fleet, or first use. This signed warranty card is the buyer's affirmation that he has read, understood, and accepted the warranty at the time of purchase. Failure to return the warranty card as specified herein renders the warranty null and void. In order to receive warranty coverage consideration, warranty claims must be submitted within thirty (30) days after the New Machine or Demonstration Machine fails. Warranty claims must be submitted to MBW, Inc., MBW (UK), Ltd. or MBW FRANCE SARL, and written authorization for the return of merchandise or parts under the warranty must be obtained before shipment to MBW.

### **WHAT WILL MBW DO?**

MBW's obligation under this warranty is limited to the replacement or repair of parts for a New Machine or Demonstration Machine at MBW factory branches or at authorized MBW distributors, and such replacement or repair is the exclusive remedy provided hereunder. Labor must be performed at an authorized MBW distributor. MBW reserves the right to inspect and render a final decision on each warranty case, and MBW's repair or replacement is solely within the discretion of MBW.

IT IS EXPRESSLY AGREED THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. UNDER NO CIRCUMSTANCES SHALL MBW BE LIABLE FOR ANY COSTS, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE NEW MACHINE OR DEMONSTRATION MACHINE WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITY ON MBW'S PART. MBW NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ON BEHALF OF MBW ANY OTHER LIABILITY OR WARRANTY IN CONNECTION WITH THE SALE OR SERVICE OF ANY NEW MACHINE, DEMONSTRATION MACHINE, OR ANY OTHER MBW PRODUCT.

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