

# LIMITED WARRANTY

## **Conditions and Products Covered:**

BERCOMAC guarantees any part of the product or accessory manufactured by BERCOMAC and found in the reasonable judgment of BERCOMAC to be defective in material and or workmanship will be repaired or replaced, at its option, by an authorized dealer without charge up to our maximum labor rates and pre-established times. For replacement parts only standard ground freight services are covered. This warranty applies to the products bought and used in North America.

## **Warranty Period**

(from date of the original retail purchase)

- Residential use: 1 year
- Semi-commercial, professional or rental use: 90 days

**Exceptions Noted Below;** Despite the fact that the following items are considered wear parts, they have a different coverage condition and limited time:

- Tire Chains:
  - 90 days, residential use
  - No warranty for semi-commercial, professional or rental use

**Engines:** Will vary as per the manufacturer

Please refer to the engine manufacturer's warranty statement included with the unit. BERCOMAC is not authorized to handle warranty adjustments on engines.

## **Items and Conditions NOT Covered:**

This warranty does not cover the following:

- Pick-up or delivery charges or in-home services fees.
- Any damage or deterioration of the unit, parts and or finish of these due to normal use, wear and tear, or exposure.
- Cost of regular use or maintenance service or parts, such as gas, oil, lubricants, tune-up parts, and adjustments.
- Any part or accessory which has been altered, modified, misused, neglected, accidentally damaged or not properly installed, improperly maintained, vandalism, theft, fire, water or damage because of other peril or natural disasters, stored or repaired not in accordance with the instructions in the owner's manual.
- Repair due to normal wear and or any wear items include but are not limited to items, such as shear pins, bolts, belts, winch cable, cutting edge, skid shoes, etc.
- Expedited freight fee services for replacement parts.
- Shear bolts and shear pins are to be considered as a preventive measure not as an assured protection, any damages resulting from the lack of shear bolts breakage are not covered.
- Damages due to product being installed on vehicle other than stipulated in the owner's manual.

**NOTE:** Bercomac reserves the right to change or improve the design of any part or accessory without assuming any obligation to modify any product previously manufactured.

## **Instructions for Obtaining Warranty Services:**

Contact the BERCO dealer where equipment was purchased or any other authorized service dealer to arrange service at their dealership. Requests for warranty claims must be carried out through the same distribution network used to purchase the product. Don't forget to bring your proof of purchase (sales receipt) to the authorized dealer.

**NOTE:** All warranty work must be performed by an authorized BERCO dealer using original (manufacturer) replacement parts.

## **Owner's Responsibilities:**

BERCO's defective equipment or part must be returned to an authorized BERCO dealer within the warranty period for repairs. In the event that defective merchandise must be returned to manufacturer for repairs, freight fees are prepaid and a written authorization either BERCOMAC or KIMPEX must be obtained prior to the shipment. This warranty extends only to equipment operated under normal conditions. To validate a warranty claim, it is the user's responsibility to maintain and service the unit as specified in the owner's manual or to have the unit serviced at their dealer at their expense.

## **General Conditions:**

The sole liability of BERCOMAC with respect to this warranty shall be strictly and exclusively repair and replacement as mentioned herein. BERCOMAC shall not have any liability for any other costs, loss or damage, including but not limited to, any incidental or consequential loss or damage.

Taking advantage of the warranty does not in any way extend the length or renewal of the warranty.

**In particular, without being limited to, BERCOMAC shall have no liability or responsibility for:**

- Travel time, overtime, after hour time or other extraordinary repair charges or relating to repairs and or replacements outside of normal business hours.
- Rental of like or similar replacement equipment during the period of any, repair or replacement work.
- Any communicating or travel charges.
- Loss or damage to person or property other than that covered by the terms of this warranty.
- Any claims for lost revenue, lost profit or any similar costs as a result of damage or repair.
- Attorney's fees.

BERCOMAC's responsibility in respect to claims is limited to making the required repairs or replacement without charge up to our maximum labour rates and pre-established times and no claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any product or accessory. In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold.

This warranty gives you specific legal rights. You may also have other rights, which vary from country to country.