

LIMITED WARRANTY

Subject to the terms and conditions set forth in this limited warranty, Genesis Attachments, LLC., will warrant its products as follows: (a) for new manufactured product for a period of 12 months from the date of shipment or 1,500 hours of operation, whichever occurs first, and (b) for reconditioned Genesis built product: six months from date of shipment, or 750 hours of operation, whichever comes first, and (c) for a remanufactured competitor's product: for a period of 90 days from the date of shipment or 375 hours of operation, whichever comes first. This limited warranty protects against faulty material or workmanship only for the applicable period set forth above.

LIMITATIONS: This limited warranty does not cover product, which in the opinion of Genesis, is damaged due to abuse, misuse, misapplication, prohibited operation, improper or unauthorized maintenance or repair, improper or unauthorized alteration, use of unauthorized accessories, items, parts or service, contamination by the base machine, or normal wear and tear. This limited warranty is void if the product is modified in any way without the written consent or written instruction of Genesis. This limited warranty is null and void for the product if: a) used in a prohibited operation or (b) an unauthorized adjustment/assembly/disassembly has occurred. This limited warranty is the exclusive warranty and is given in lieu of any and all other warranties, whether expressed or implied, arising in any fashion including but not limited to any course of dealing or course of performance, the warranty of merchantability or warranty of fitness for a particular purpose. Dealers or agents of Genesis have no authority to make any type of representation or warranty on behalf of Genesis beyond those expressly set forth in this limited warranty.

In no event shall Genesis be liable to any person or entity for any losses or damages or costs (whether they be direct, indirect, incidental, consequential, punitive, or special damages, including loss of profits) that in any way relate to or arise, directly or indirectly, from the product or the use thereof. The maximum liability of Genesis for any breach of this limited warranty or for any and all losses or damages resulting from any cause whatsoever (including the negligence of Genesis, irrespective of whether a defect is discoverable or latent), shall in no event exceed the purchase price for the product with respect to which such losses or damages are claimed.

REMEDY: The only remedy for a breach of this limited warranty is that Genesis will repair or replace, at the sole option of Genesis, the product covered by this LIMITED WARRANTY which is satisfactorily proven to be the sole result of faulty material or workmanship.

PROCEDURES: Any claims made under this limited warranty must be made in accordance with the following procedures:

- 1. The customer/dealer must contact the Genesis Customer Service Department (CSD) within 30 days of the initial failure or non-conformance and provide the product and customer and dealer information specified below, prior to initiating any repairs to be considered for warranty reimbursement.
- 2. If a preliminary finding is made by the CSD that the claim is valid, the Genesis Customer Service Department will issue a Warranty Work Authorization Number, (WWA#) for labor, and a Return Goods Authorization (RGA), number to return, replaced defective parts that are to be considered for warranty reimbursement.
- A product may be returned to Genesis only upon receipt of an RGA and such product must be shipped to Genesis within 14 days
 from the date the claim is made. All returned products must be intact, unaltered, and have no evidence of being disassembled or
 abused.
- 4. Unless otherwise authorized in writing by the CSD, the dealer or customer, as applicable, shall (a) transfer title to Genesis all products or components removed or replaced by Genesis, and (b) take all reasonable steps to protect such products and components until Genesis takes physical possession of such products and components.
- 5. Faulty products that are covered by this limited warranty will be repaired or replaced, at the sole option of Genesis, and will be delivered to the dealer or customer in the United States without charge or the amount of such repair or replacement may be credited to the account balance of the dealer or customer, as applicable.

Note: Any and all repairs or other maintenance activities performed under the terms of this limited warranty must be authorized and approved by the CSD prior to the initiation of any repair. A detailed repair estimate may be required by Genesis prior to the initiation of any repair. Failure to obtain the authorization and approval of Genesis may result in the rejection of the warranty claim. Genesis reserves the right to consult with and/or coordinate with the specific provider of any and all maintenance performed under the terms of this limited warranty. Genesis may authorize a local dealer or repair shop to make any necessary repairs. Labor for warranty repairs will be paid under a formula determined by Genesis. Genesis reserves the right to demand oil samples, removed seals and gaskets, or any other items or means necessary to allow Genesis to perform a comprehensive evaluation of the nature and cause of the product failure.

FAILURE TO COMPLY WITH THE PROCEDURES SET FORTH IN THIS LIMITED WARRANTY MAY RESULT IN THE LOSS OF ANY AND ALL CLAIMS UNDER THIS LIMITED WARRANTY AND SHALL RENDER THIS LIMITED WARRANTY NULL AND VOID.

WARRANTY CERTIFICATE: A completed Warranty Certificate must be returned within <u>14 days</u> of the date the product is first put into service in order to validate this limited warranty. The undersigned customer hereby acknowledges that they have read and understand this limited warranty and the Genesis Owner's Manual that covers the safe operation and maintenance of the applicable Genesis product.

PRODUCT INFORMATION	Model:		Serial Number:		
	Excavator Model:		Serial Number:	Hour Meter:	
DEALER INFORMATION			END-USER INFORMATION		
Dealer Name:		End	End-User Name:		
Dealer Contact:		End	End-User Contact:		
Dealer Tel.#:		End	End-User Tel.#:		
Dealer Fax #:		End	End-User Fax #:		
Dealer Email:		End	End-User Email:		
Ship Date:		Shi	Ship Date:		
Received Date:		Rec	Received Date:		
Rental Fleet Service Date:		End	End-User Service Date:		
Dealer Signature:		End	End-User Signature:		

