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## LIMITED WARRANTY AND TERMS OF SALE

**WARRANTY:** DIAMOND MOWERS, LLC products are warranted to the original retail purchaser against defects in material and workmanship which occur within twelve (12) months (or longer when purchasing an extended warranty) from the date of delivery to the purchaser, or the date of delivery to the carrier in the case of F.O.B. shipments. DIAMOND MOWERS, LLC's warranty shall be limited, at DIAMOND MOWERS, LLC's option, to repair or replace any defective parts or components. Such repair or replacement shall be the purchaser's sole and exclusive remedy hereunder. Expendable components including, but not limited to knives, oil, chain sprockets, skid shoes, knife mounting discs, and similar components are excluded from this warranty. Normal wear and tear, along with routine maintenance, is always excluded from this warranty. Purchaser shall pay all transportation costs associated with

request for warranty service, including costs and expenses of transporting the product or component part to DIAMOND MOWERS, LLC's service centers. Warranty service shall be performed by the DIAMOND MOWERS, LLC Dealer from who the product was purchased, in the Dealer's service department, during regularly scheduled hours of operation.

**WARRANTY VOIDED BY MODIFICATION, ALTERATION OR MISUSE:** This warranty is void if (1) the product is modified or altered in any way not approved in advance and in writing, by DIAMOND MOWERS, LLC, (2) if other than genuine DIAMOND MOWERS, LLC parts have been installed, or (3) the product, or its components have been subjected to misuse, neglect, accident, damage, improper maintenance, or improper operation.

**LIMITATION OF LIABILITY:** DIAMOND MOWERS, LLC shall not be liable in contract, tort, or otherwise, for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of profits, loss of production, or from injury or damage caused by reason of the installation, modification, use, repair, maintenance, diagnostics, or mechanical failure of a DIAMOND MOWERS, LLC product. DIAMOND MOWERS, LLC shall not be liable for any cost incurred related to assessing, analyzing, or diagnosing any damage to, or defect in, any product, regardless of whether it is a DIAMOND MOWERS, LLC product or the product of another manufacturer, vendor or other third party. DIAMOND MOWERS, LLC's warranties hereunder extend only to the direct customer of DIAMOND MOWERS, LLC (or to the first user of the product if the direct customer purchases solely for the purpose of resale). DIAMOND MOWERS, LLC makes no warranties when the damage results from the failure to read, understand, or follow all instructions in the operator's manual(s) and the equipment warning decals. The purchaser, or user of any DIAMOND MOWERS, LLC equipment, shall be responsible for all ordinary maintenance, adjustments, and cleaning of the product. In the event that the DIAMOND MOWERS, LLC product is not properly maintained, all warranties by DIAMOND MOWERS, LLC are null and void. Certain of the component parts of the DIAMOND MOWERS, LLC product are purchased from other vendors; DIAMOND MOWERS, LLC warrants these component parts only to the extent of the vendor's warranties. DIAMOND MOWERS, LLC shall repair or replace such component parts in accordance with the vendor's warranty policy only if DIAMOND MOWERS, LLC, in its sole discretion, determines such component parts to be defective.

**ASSUMPTION OF RISK:** Purchaser, and any subsequent user, assumes the risk of, and liability for, all loss, damage, or injury to persons or property caused by misuse of DIAMOND MOWERS, LLC products. Misuse includes the failure to read, understand, or follow all instructions in the operator's manual(s) and the equipment warning decals.

**WARRANTY DISCLAIMER:** To the maximum extent permitted by applicable law, DIAMOND MOWERS, LLC makes no warranties other than those stated herein, and these warranties are expressly in lieu of all other warranties, whether expressed or implied, including by way of example and not by way of limitation, any warranties of merchantability or fitness for a particular purpose, and also in lieu of any other obligations or liabilities on the part of DIAMOND MOWERS, LLC. During the period of the warranty, the exclusive remedy is repair or replacement of the product.

**MODIFICATIONS:** No representation or warranty, expressed or implied, made by any sales representative, or any agent, or employee of DIAMOND MOWERS, LLC which is not specifically set forth herein shall be binding on DIAMOND MOWERS, LLC unless approved in writing by an authorized representative of DIAMOND MOWERS, LLC.

 **Please complete and return this form.**

**DIAMOND MOWERS WARRANTY CARD**

Owner Name  Owner Company  Order #

Owner Mailing Address

Street Address  City/State  Zip Code

Owner E-mail Address  Phone

Mainframe Serial No.  Mower Serial No.  Date Put Into Service

THE UNDERSIGNED AGREE TO THE TERM AND CONDITIONS OF THE WARRANTY AS SET FORTH ABOVE, AND HAVE READ AND UNDERSTOOD THE OPERATION AND SAFETY PRECAUTIONS AS STATED IN THE OPERATOR MANUAL.

Authorized Signature / Selling Dealer  Print Name  Date

Purchaser's Signature  Print Name  Date

WARRANTY CONTINUED ON THE BACK

# LIMITED WARRANTY AND TERMS OF SALE

(CONTINUED)

**TAXES:** Unless otherwise noted, the price does not include any state or local, property, sales, use, or privilege tax or license. If any such charge should be assessed because of, or in connection with, the transaction described herein, the purchaser agrees to pay the same or reimburse DIAMOND MOWERS, LLC, as the case may be.

**LOSS OR DAMAGE IN TRANSIT:** Any claim against DIAMOND MOWERS, LLC for loss or damage to products in transit shall be handled as follows: Immediately upon delivery purchaser must inspect product for damage. If damage is detected or suspected, purchaser must notify the carrier (by writing on the bill of lading – at the time of delivery) and must also notify DIAMOND MOWERS, LLC within one day of delivery (by phone call, email, or letter) of any damage sustained to product. All RISK OF LOSS for damage in transit passes to purchaser upon acceptance of delivery, and any failure on the part of purchaser to detect damage and/or failure to strictly adhere to the foregoing notification requirements shall constitute a waiver of claim and shall transfer all RISK OF LOSS to purchaser.

**GENERAL PROVISION:** The failure of DIAMOND MOWERS, LLC to enforce any right will not be construed as waiver of DIAMOND MOWERS, LLC's right to enforce performance in the future. The purchaser may not assign any rights or delegate any performance hereunder without the express written consent of DIAMOND MOWERS, LLC.

**CLAIM/NOTICE OF DEFECTS:** In the event the purchaser claims that a DIAMOND MOWERS, LLC product is defective, DIAMOND MOWERS, LLC shall be given an equal opportunity for inspection, or, upon request, shall be furnished a sample of such

product. Any claim must be made within thirty (30) days after receiving the product shipped hereunder. The purchaser shall set aside, protect, and hold such product without further processing until DIAMOND MOWERS, LLC has an opportunity to inspect and advise the purchaser as to the disposition, if any, to be made of such product. In no event shall any DIAMOND MOWERS, LLC product be returned, reworked, or scrapped by the purchaser without the express written authorization of DIAMOND MOWERS, LLC.

**PATENT RIGHTS:** The purchaser agrees not to violate or infringe the patent rights relating to any DIAMOND MOWERS, LLC product, or any other patent rights under the control of DIAMOND MOWERS, LLC under which DIAMOND MOWERS, LLC has the right to manufacture or sell. The purchaser also agrees not to contest DIAMOND MOWERS, LLC's title to any and all such patent rights, nor the validity or scope thereof. The purchaser assumes liability for patent or copyright infringement when goods or products are made to the purchaser's specifications.

**NON-INCORPORATION:** Any terms inconsistent with those stated herein which may appear in the purchaser's formal order, or in any proposal for additional or different terms, or any attempts by the purchaser to vary in any degree, any of the terms of this offer, are hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances in the terms and the description, quantity, price or delivery schedule of the goods or products are deemed a material alteration thereof, in which event this offer shall be deemed accepted by the purchaser without said additional, or different terms.

**GOVERNING LAW, JURISDICTION AND VENUE:** All disputes arising out of this limited warranty and terms of sale shall be governed by the laws of the State of South Dakota. The purchaser consents to the personal jurisdiction of federal and state courts in the State of South Dakota, waives any argument that such a forum is not convenient, and agrees that any litigation relating to this limited warranty and terms of sale shall be venued in Circuit Court of Minnehaha County, South Dakota, or the Federal District Court, District of South Dakota, Southern Division.

**SEVERABILITY:** If for any reason any one or more provisions contained in this Limited Warranty and Terms of Sale are deemed to be invalid or unenforceable, the Agreement shall be construed as if it did not contain the invalid or unenforceable provision and the rights and obligations of the Parties shall be construed and enforced accordingly.

**ATTORNEY'S FEES:** The purchaser agrees that in the event there is a dispute between the parties including, but not limited to, arbitration or litigation, that the purchaser shall pay to DIAMOND MOWERS, LLC all costs involved in such dispute and all other out-of-pocket expenses, including in each case reasonable attorney's fees and the court costs incurred by DIAMOND MOWERS, LLC in such dispute.

## — WARRANTY EXTENDED — ON SELECT PARTS

\*labor not included after year 1

PART	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GROUND ROLLER BEARING ASSEMBLY	●	●			
TRI-HEX BLADE CARRIER	●	●	●	●	●
HYDRAULIC ACTUATOR	●	●	80%	60%	40%
ELECTRONIC LIFT VALVE SYSTEM	●	●	●		

- These extended warranty terms apply only to the whole good sale and is not applicable to replacement parts.
- The warranty period starts from the greater of the ship date or warranty registration date.