

FERNTREE EQUIPMENT & DISTRIBUTION'S (FED) LIMITED WARRANTY

FED operating on behalf of 12291819 Canada Inc.

NOTE: THIS IS A LIMITED WARRANTY. PLEASE READ CAREFULLY.

1. Subject to the provisions set forth below, FED warrants that products it imports will be free of defects in materials and workmanship for a period of one year from the "date of sale" for all vegetation management units and rotators both worm drives and hydraulic. THIS IS THE ONLY WARRANTY DELIVERED BY FED AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Such a warranty is further limited to expressed below.

2. In the event of any warranty claim, FED shall have no obligation other than to either repair or replace any item subject to warranty at its SOLE AND ABSOLUTE DISCRETION. Place of repair or replacement shall be determined by FED. Freight and transportation costs to the point of replacement or repair shall be PREPAID BY CLAIMANT. Freight and transportation costs for return to claimant after repair or replacement of any failed items subject to warranty repair or replacement shall be paid by claimant unless otherwise negotiated. The claimant shall pay freight and transportation costs for return of any items determined not to be defective or not subject to warranty and therefore not subject to repair or replacement. Items replaced shall belong to FED. In no event shall FED's financial obligation or cost under this warranty exceed the market value of the equipment involved at the time of such repair or replacement, as determined by FED.

3. This warranty IS VOID AS AGAINST and does NOT cover effects, damage, or failures of or arising from: (a) components or parts supplied to FED by other manufacturers (such as hydraulic hoses, bearings, fittings and belts etc.), warranties for which will be limited to those given by the suppliers thereof to the extent transferable by FED; (b) ordinary wear and tear (such as teeth, tooth holders, rotors, wear liners, and other expendable components); (c) failure to operate the equipment in accordance with FED's and manufacturer's instructions for use of equipment; (d) failure to properly service the equipment in accordance with FED's and manufacturing recommendations for same; (e) modification in a manner not specifically approved by FED or the use or installation in the item of unauthorized parts or components; or (f) negligent or improper use and handling of the equipment in operation or for purposes outside its design specifications. (NOTE: used outside of its intended use of wood, vegetation and brush – in reference to mulchers, tree shears & grapple saws).

4. IN NO EVENT SHALL FED BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, DEATH OR DISMEMBERMENT, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST COMMERCIAL OPPORTUNITIES, with respect to any item covered by this limited warranty or any action or activity undertaken with the item, or for any damage sustained by any person claiming to be a third-party beneficiary under this limited warranty. This limited warranty shall extend only to the initial purchaser of the FED product covered by this warranty.

5. This limited warranty covers only new units supplied by FED. It does NOT extend to any sale of used or rebuilt units, unless the sale order or contract for such units expressly provides for warranty coverage.