



## **LIMITED WARRANTY OF YOUR TERRAMAC® PRODUCT**

Congratulations of the purchase of your new Terramac® Crawler Carrier. As a part of our commitment to quality and reliability, Terramac® provides limited warranty coverage for your new Terramac® Carrier.

**YOU MUST RETURN THE ATTACHED WARRANTY REGISTRATION FORM TO ACTIVATE YOUR WARRANTY.**

RETURN TO:

TERRAMAC®, LLC  
724 HICKS DRIVE  
ELBURN, IL 60119 U.S.A.

### **I. Limited Warranty**

Terramac® warrants that it will replace, at its sole option and discretion, any original parts of any Terramac® Carrier sold by it that are defective in material or workmanship, with the exception of parts and components identified in Section V. "Exclusions from Limited Warranty". All warranty repairs or replacements will be free of charge and must be performed by an authorized Terramac® dealer or approved vendor. Repaired or replaced parts are covered only for the remainder of the Limited Warranty Period.

### **II. Term of Limited Warranty**

The Terramac® Carrier Limited Warranty begins on the date of delivery to the initial purchaser and extends until the sooner of (a) twelve (12) months after the date of delivery to the purchaser from Terramac® or (b) until the Terramac® Carrier's electronic control module ("ECM") exceeds 1000 hours (henceforth known as the "Limited Warranty Period").

The Terramac® Carrier Limited Warranty terminates upon the expiration of the Limited Warranty Period and no warranty claims can be made after the expiration of the Limited Warranty Period.

### **III. Party Covered By Limited Warranty**

The Limited Warranty extends to the initial purchaser of the Terramac® Carrier and any other transferee of title to the Terramac® Carrier during the Limited Warranty Period.

#### **IV. Pass-through Warranties**

To the extent the below parts have warranties provided by the original manufacturer, Terramac® will provide these to the purchaser. Parts include the following:

1. Engine, including engine block assembly and all internal lubricated parts enclosed therein.
2. Hub Assembly.
3. Drive Motors.
4. Hydraulic Pumps.

All claims for the forgoing parts will be submitted to Terramac® for proper warranty filing with the original manufacturers.

#### **V. Exclusions from Limited Warranty**

The Limited Warranty ***does not*** cover the following:

1. Any part that has been subjected to abuse, misuse, unauthorized alterations, modifications, repairs, and or improper or neglected maintenance.
2. Any part damaged in an accident or natural calamity.
3. Any part that fails or is damaged from attachments, accessory items, or parts not sold or approved by Terramac®.
4. Expendable and wear items that are normally replaced within the Limited Warranty Period due to normal wear and tear including, but not limited to, filters (air, fuel, oil, hydraulic), brake linings, window glass, light bulbs, belts, etc. Additionally, Terramac® does not warranty wear and tear on undercarriage components including bottom rollers, sprockets, idlers, top carrier rollers, pivots shafts, bushings, and rubber tracks. Some components (i.e. sprockets, idlers, and rollers) are engineered to wear more rapidly to avoid damage to the rubber tracks.
5. The Rubber Tracks are warrantied on the following schedule:
  - a: 0 to 3 months or 0-250 hours, whichever is less: 100% replacement
  - b: 3-6 months or 251-500 hours, whichever is less: 75% replacement
  - c: 6-9 months or 501-750 hours, whichever is less: 50% replacement
  - d: 9-12 months or 751-1000 hours, whichever is less: 25% replacement

If the Carrier has been used extensively on adverse terrain, rubber track warranty terms may be modified at the discretion of Terramac®.

6. The Limited Warranty **also** does not cover the following:
- a: Rental of a replacement Carrier during the repair period;
  - b: Products that have been declared a total loss and subsequently salvaged;
  - c: Travel time or mileage in excess of 100 miles round trip;

## **VI. Warranty and Damage Disclaimer**

THE LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY TERRAMAC® FOR THE CARRIER. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS, AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

TERRAMAC® EXPRESSLY DISCLAIMS, AND UNDER NO CIRCUMSTANCES, WILL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE CARRIER, DOWNTIME COSTS OR CLAIMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

IF APPLICABLE, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

## **VII. Owner Responsibility**

If you believe that a defect in material or workmanship is present, you must cease operating the Carrier until repairs are made as it may affect the safe and proper operation of the Carrier and may cause additional damage. Damage which occurs from continued operation will not be covered by this Limited Warranty.

Terramac® recommends that you keep records and receipts of your maintenance; you may be asked to prove that the maintenance instructions have been followed. Failure to present such proof may lead to the denial of your warranty claim.

## **VIII. Procedure for Obtaining Warranty Service**

To obtain warranty service under the terms and conditions of the Limited Warranty, you must notify Terramac in writing of the alleged defect within thirty (30) days of discovery of the alleged defect, along with proof of purchase and serial number. If you fail to provide such notice in the time period required, the Limited Warranty shall not apply to the alleged defect.

## **IX. Right to Make Changes**

Terramac® reserves the right to make any changes to the design, manufacturing, etc. of the Carrier at any time without incurring any obligation with respect to any previously ordered, sold, or shipped Carrier.