



## Manufacturer's Limited Warranty

Berlon Industries' manufactured products are warranted to the original purchaser, to be free from defect in material and workmanship for 12 months from the end user's date of purchase. This warranty is the sole warranty of Berlon Industries. No other warranty is expressed or implied. No other warranty may be expressed or implied by Berlon dealers, employees, or agents. This warranty is void on products that have been modified or repaired without the prior consent of Berlon Industries. Berlon Industries will not be held responsible for work performed without prior authorization.

- Components considered as wear items, or ground engaging are not covered by warranty.
- Warranty does not cover damage from misuse, accidents, or negligence.
- Property damage, production loss, and delay for replacement of an attachment caused by defective material(s) or workmanship are not covered by warranty.
- Warranty does not cover any travel expenses.
- Warranty is limited to repair or replacement of parts on Berlon products, determined by Berlon to be defective in materials and/or workmanship.

To make a request for warranty consideration:

- Supply Berlon with photo(s) along with a completed warranty claim form (found on our website or in the dealer portal) regarding the warranty situation to be considered.
- Upon review of warranty claim, a RGA (Return Goods Authorization) number will be assigned and replacement part(s) sent prepaid ground freight and invoiced.
- Defective part(s) need to be returned prepaid shipping to Berlon Industries, for warranty processing. Package must be clearly marked with a RGA# assigned to the claim. Upon inspection and approval, the account will be credited for defective part(s).
- Product must be registered and all steps above completed in order to process any warranty claim.

The original manufacturer warrants products that Berlon Industries does not manufacture. Berlon Industries, assumes no liability, responsibility, or warranty for these items, but simply passes on manufacturers' warranties.

### Limitations

The liability of Berlon for any and all losses and damages incurred as a result of a Warranty Event or any other cause whatsoever, including the negligence of Berlon, irrespective of whether a defect is or was discoverable or latent, shall in no event exceed the purchase price of the Covered Product with respect to which such losses or damages are claimed. Under no circumstances will Berlon be liable to any person or entity for any loss arising out of or caused by delay in delivery. Any remedy for the breach of any obligation arising from or relating to the sale of the Covered Products or arising out of the purchase or sale of the Covered Products, whether derived from warranty or otherwise, shall be limited to the remedies expressly specified in this warranty.

**ANY LIABILITY FOR ANY OTHER DAMAGE OR LOSS, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SALES, LOSS OF FUEL OR OTHER PRODUCTS, LOSS OF USE OF EQUIPMENT, COSTS OF BUSINESS INTERRUPTION OR DOWN TIME, LOSS OF BUSINESS OPPORTUNITY, CAPITAL COSTS, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICE, COST OF ENVIRONMENTAL REMEDIATION, DIMINUTION IN PROPERTY VALUE, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY TYPE OR NATURE, IS HERBY DISCLAIMED AND EXCLUDED.**

