



STATEMENT OF LIMITED WARRANTY

LIMITED WARRANTY

The Jacobsen Division of Textron Inc. ("Jacobsen") warrants that any whole good product or serialized accessory manufactured or sold by Jacobsen other than batteries, engines and tires ("Product") shall be free from defects in material and/or workmanship for the time periods set forth below ("Limited Warranty"). Any Product found in the reasonable judgment of Jacobsen to be defective in material or workmanship shall be repaired or the defective component replaced, in Jacobsen's sole discretion, by an authorized Jacobsen dealer or distributor without charge. This Limited Warranty extends to the original retail purchaser or lessee only and is not transferable to any subsequent purchasers or lessees, or applicable to used equipment.

LIMITED WARRANTY PERIODS

- Products (other than Aeration Products): the earlier of two (2) years from date of delivery, or two thousand (2,000) hours of usage.
- Aeration Products: the earlier of two (2) years from date of delivery, or five hundred (500) hours of usage.

INDIVIDUAL COMPONENT WARRANTIES

Batteries, engines and tires sold as part of Jacobsen whole goods are warranted separately by their manufacturers and are not subject to this Limited Warranty. You should carefully review the warranty materials provided with your Jacobsen equipment to determine the applicable warranty. Any warranty claims for batteries, engines or tires should be made to that manufacturer at the contact information provided with your equipment.

PARTS WARRANTIES

Any parts and non-serialized accessories provided to replace defective parts and non-serialized accessories under this Limited Warranty are themselves warranted for defects in material and workmanship for the longer of one hundred and eighty (180) days from the date of installation or the remaining warranty period for the Product. Parts that are sold separately are subject to their own limited warranty.

MAKING A WARRANTY CLAIM

To make a warranty claim, you must notify an authorized Jacobsen dealer or distributor as soon as a warrantable condition becomes known to you, but not later than the end of the applicable warranty period. You must provide the dealer or distributor with proof and date of purchase. Warranty repairs performed by other than authorized Jacobsen dealers or distributors will not be reimbursed and may void this Limited Warranty. Jacobsen makes no warranty for warranty service performed by other than its authorized dealers and distributors. You should visit your authorized Jacobsen dealer or distributor periodically to ensure proper maintenance and care of your Jacobsen equipment.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of incidental damages or limitations on how long an implied warranty may last, so the above exclusions and limitations may not apply to you.

WARRANTY EXCEPTIONS

This Limited Warranty is not applicable to Product that:

- has been subject to misuse, neglect, negligence, or accident;
- has been operated or maintained in any way contrary to the instructions specified in the Operator's Manual or Service Manual;
- has not received required maintenance or repair;
- has been altered or modified in a manner not approved by Jacobsen, (including the use of aftermarket/retrofit accessories that adversely affect the Product's operation, performance or durability) or that has been altered or modified so as to change its intended use;
- is damaged as a result of ordinary wear and tear, or is the result of consumption through use (unless otherwise found to be defective), including, but not limited to, blades, bedknives, bearings, reels, tines, caster wheels, belts, brake and clutch linings, spark plugs, hoses, oil, lubricants, or coolant;
- is damaged as a result of the use of non-Jacobsen approved replacement parts that cause damage to other parts;
- is damaged as a result of weather, exposure to the elements, or lack of reasonable storage practices that can affect the appearance and durability of exterior components, including but not limited to, seats, paint and plastics; and
- is damaged as a result of exposure to unapproved or recycled coolants, oils, lubricants, additives or other chemicals.

WARRANTY LIMITATIONS

OTHER THAN THIS LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES OTHER THAN THIS EXPRESS LIMITED WARRANTY ARE SPECIFICALLY DISCLAIMED. JACOBSEN'S OBLIGATION UNDER THIS LIMITED WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. JACOBSEN DOES NOT ASSUME OR AUTHORIZE ANYONE (INCLUDING ITS AUTHORIZED DEALERS OR DISTRIBUTORS) TO ASSUME FOR IT ANY OTHER OBLIGATION. JACOBSEN SHALL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING OUT OF OR RELATED TO THE USE OF JACOBSEN EQUIPMENT OR BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, EXPENSE FOR GASOLINE, TRAILERING OR TOWING CHARGES, RENTAL OR PURCHASE OF REPLACEMENT EQUIPMENT WHILE WARRANTY SERVICE IS BEING PERFORMED, TRAVEL, LODGING, LOSS OR DAMAGE TO PERSONAL PROPERTY, LOSS OF REVENUE, LOSS OF USE OF PRODUCT, OR LOSS OF TIME OR INCONVENIENCE. JACOBSEN RESERVES THE RIGHT TO CHANGE OR IMPROVE THE DESIGN OF ANY PRODUCT WITHOUT ASSUMING ANY OBLIGATION TO MODIFY ANY PRODUCT PREVIOUSLY MANUFACTURED.