

SPALDING TRACTOR SALES 12-MONTH LIMITED WARRANTY

SPALDING TRACTOR SALES agrees to repair and replace mechanical, hydraulic or electrical parts, components and assemblies of your tractor if required due to a mechanical breakdown, subject only to the exclusions stated below. Mechanical Breakdown is defined as "the sudden failure of a defective part, component or assembly", or, "faulty workmanship on a part, component or assembly" as supplied by SPALDING TRACTOR SALES but does not include the gradual reduction in operating performance due to wear and tear. Attachments purchased with your tractor are not covered.

TERM: the term if this Limited Warranty is **12 months**, beginning on the tractor purchase date.

TRACTOR OWNER RESPONSIBILITIES: In order to keep your Limited Warranty in force, the tractor must be serviced according to the manufacturer's guidelines. A written record of service must be maintained, along with receipts of maintenance materials purchased. In the event of a claim involving serviceable parts, and if requested a copy of the service record and receipts must be furnished.

IN THE EVENT OF A MECHANICAL BREAKDOWN, YOU MUST:

1. Use all reasonable means to protect the tractor from any further damage;
2. Return the tractor to your Dealer;
3. If requested, provide service record and receipts for required maintenance;
4. If deemed necessary, allow inspection of damaged parts and/or tractor.

EXCLUSIONS:

COVERAGE SHALL NOT APPLY:

1. For repair or replacement of any part if a Mechanical Breakdown, has not occurred.
2. For any breakdown caused by collision, fire, theft, vandalism, vermin, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other Acts of God.
3. For liability on damage to property, or injury to or death of any person arising out of the operation, maintenance or use of the covered equipment.
4. For any damage resulting from lack of proper lubricants and/or coolants.
5. For loss of use, inconvenience, or other consequential loss.
6. For any breakdown caused by contamination or restriction of fuel, coolant or lubricant systems, or damage resulting from rust, corrosion, freezing or overheating.
7. For the cost of labor and/or parts necessary to maintain the equipment as described by the manufacturer, including, but not limited to, engine tune-ups, adjustments, repair or replacement of parts for the sole purpose of increasing operating performance, filters, spark plug wires, glow plugs, brake linings, manual clutch discs, hoses, belts (unless required in connection with repair of a covered part), wheels or tires, wheel covers, batteries, cables, thermostats, freeze plugs, chains or attachments.
8. For the cost of tax, freight, storage, travel time, environmental charges, lubricants, solvents, sealants or shop supplies.
9. Cosmetic defects including but limited to, paint, glass, ornamentation, molding trim, seats, fabrics or plastic parts of any kind.
10. Structural defects including but limited to frames, booms, buckets or brackets.

I have read, agree, and received a copy of the above warranty from SPALDING TRACTOR SALES.

X _____

Date _____