

BADGER HARDYARD

Effective Date: January 1, 2025

TERMINAL TRACTOR FIFTH WHEEL NORTH AMERICAN LIMITED WARRANTY

Except as provided, BADGER PRODUCT GROUP, warrants to only the First User that each new BADGER HARDYARD Terminal Tractor Fifth Wheel sold in North America will be free from defects in material and workmanship for one (1) year from the date of manufacture by BADGER PRODUCT GROUP.

This Limited Warranty does NOT cover failure related, directly or indirectly, to:

1. Use beyond specified capacity.
2. Incorrect installation of the fifth wheel, or any related components.
3. Incorrect repair or modifications to the fifth wheel or related components.
4. Use of non-BADGER components in conjunction with the fifth wheel.
5. Normal wear and use.
6. Accident.
7. Improper use (i.e. mis-coupling) abuse, negligence, or general disregard.
8. Lack of proper maintenance of the fifth wheel or related components.
9. Corrosion.

Due to the variety of applications, use, environment and other factors outside of BADGER's control, BADGER cannot guarantee service life. The Limited Warranty does not cover standard "wear items" including but not limited to, locking jaws, pins, springs, air cylinders and bushings.

Warranty claims will not be accepted without written authorization from BADGER. Reimbursement requests must be submitted no later than 30 days of the repair. Defects covered under this Limited Warranty, as determined by BADGER, will be, at BADGER's decision, remedied by either; provided replacement part(s), or reimbursement up to the amount of documented original purchase price. Labor is excluded. BADGER may require any defective parts to be returned to BADGER at expense of the First User.

This is BADGER PRODUCT GROUP's only warranty, superseding all prior BADGER warranties. BADGER makes no further warranty of any kind, implied or expressed.

Purchasing BADGER PRODUCT GROUP product is considered a release of Liability, all Liability to be transferred to the purchaser. In no event shall BADGER be responsible for, but not limited to; loss of life, special, incidental or consequential damages, losses or expenses of any kind.

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