



## Finn Corporation Commercial Limited Warranty Effective August 23, 2010

### OUR WARRANTY TO YOU:

Finn Corporation warrants to you, the original purchaser, for use (or rental to others for use) all new construction machinery, parts and attachments (except those referred to herein) that are manufactured by Finn to be free from defects in material and workmanship for a period of 12 months from date of purchase or 1200 hours of use, whichever comes first. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product to which parts are installed, as if parts were original components of the product.

### WHAT FINN WILL DO:

Upon notification of Finn concerning a failure of material or workmanship in accordance with the above stated Warranty, Finn Corporation will:

- Verify claim falls within the valid warranty time frame.
- Verify the product and equipment has been **registered** with Finn in order to be eligible for warranty coverage.
- Upon affirmation of warranty period and registration, Finn will send to you a new or repaired replacement part(s), whichever Finn elects and a "Warranty Claim Information packet" containing instructions for processing the warranty claim.
- Evaluate the part when defective part is returned. Note: Failure to return defective part within **two weeks** will result in an invoice being sent to the customer. In addition, if damage to a part is determined not to be covered under the warranty, the customer will be billed for the replacement part.
- Reconcile costs with customer for parts and shipping, as determined by our inspection of failed parts, and confirmation of warranty coverage, per the terms of this warranty.
- Correction of nonconformities, in the manner provided above, shall constitute fulfillment of all liabilities of Finn Corporation under this warranty.

### WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE:

- As the purchaser covered under the above limited warranty you must **REGISTER** the equipment with Finn as such owner. Should registration not be on file with Finn Corporation, your **warranty will be void.** (See Operators manual for Registration Form)
- All warranty labor must be pre-approved by providing Finn with an estimate of labor costs. Once approved, Finn will issue you a Work **Authorization Number**, prior to work being performed.
- The labor costs reimbursement will be based on the **Labor Allowance Schedule** established by Finn and where not applicable, on a reasonable number of hours as determined by Finn.
- Notify Finn Corporation of any failure of material or workmanship as described under this warranty.
  - Web notification: Warranty@Finncorp.com
  - Phone 1-800-543-7166 extension 246
- Complete the required steps in the "Warranty Claim Information packet" (which Finn will send you) and return the defective part(s) as directed in the packet to Finn Corporation.
- Should the failed part, be a hydraulic component, Finn may send you an "**Oil Analysis Kit**," requesting that a sample of oil from the hydraulic system be taken, and mail it to a lab. Follow the instruction sheet, on how to use your Finn Oil Analysis Kit that comes with the Kit. Failure to comply when requested will void the warranty.

### WHAT THE WARRANTY DOES NOT COVER:

1. Normal wear parts and Allied Equipment or trade accessories not manufactured by it, such as but not limited to items such as various filters, fluids, brakes, clutch linings, belts, hoses, light bulbs, mechanical seal, over center clutches, tires, ignitions, starters, batteries, magnetos, carburetors, engines and labor, or like or unlike equipment or accessories. (Such being subject to the warranty, if any, provided by their respective manufacture).
2. Secondhand, used, altered, or rebuilt machines or parts.
3. Defects, malfunctions or failures resulting from accidents, abuse, misuse, improper servicing, or neglect of required operational guidelines and maintenance service, as outlined in the Finn Corporation's Operators Manual(s).

4. The warranty shall be null and void to the extent any defect or failure of the products warranted arises out of or is caused by accessories or component parts not manufactured or supplied by Finn Corporation, whether same are supplied by purchaser, dealers, or any other party.

5. This Warranty does **NOT** cover any costs associated with transporting the equipment for warranty service, such as mileage, fuel, or man hours; such is the responsibility of the equipment owner.

6. Dealers & Customers are responsible to follow all guidelines related to Seasonal & Long Term Storage of Equipment, as advised in operation & equipment manuals. i.e. Finn, Engine, Clutch, Pump, Motor, etc. Equipment failures caused by neglect of these guidelines are not warrantable.

### THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS:

We neither assume nor authorize anyone to assume for us any other express warranty. The Distributor/Dealer has no authority to make any representation or promise on behalf of Finn Corporation or to modify the terms or limitations of this warranty in any way.

THIS WARRANTY THEREFORE SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED:

THE REMEDIES OF THE USER SET FORTH HEREIN ARE EXCLUSIVE, WITHOUT REGARD TO WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE PRODUCT TO THE PURCHASER.

ALL WARRANTY REPAIR MUST BE DONE BY A FINN AUTHORIZED SERVICE PROVIDER OR AUTHORIZED REPAIR SHOP OF FINN'S CHOICE.

TRANSPORTATION, HAULING, STORAGE, OR OTHER SIMILAR COSTS ARE NOT PART OF FINN'S OBLIGATION UNDER THE LIMITED WARRANTIES AND IS THE RESPONSIBILITY OF THE EQUIPMENT OWNER.

**THE ESSENTIAL PURPOSE** of this exclusive remedy shall be to provide the original purchaser with repair or replacement of parts that prove to be defective within the period and under the conditions previously set forth. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) provided Finn remains willing to repair or replace defective parts within a commercially reasonable time after it obtains actual knowledge of the existence of a particular defect.

IN NO EVENT shall Finn be liable for any special, consequential, incidental or indirect damages, including lost profits or lost commercial opportunities, with respect to the sale of the above warranted product or anything done in connection therewith, or for property damage sustained by a person claiming to be a third party beneficiary of a surviving warranty under the law of any jurisdiction.

### NOTICE:

FINN CORPORATION URGES the use of only Finn corporation supplied parts and attachments to assure proper performance and safe operation of Finn corporation equipment. Insist on parts and attachments manufactured or supplied by Finn corporation when you purchase, repair or replace your Finn equipment and attachments. Because Finn corporation cannot assure that parts and attachments not manufactured or supplied by Finn meet Finn corporation's quality standards, specifications, or operating requirements, our warranty is not effective to the extent any failure of or defect in a Finn corporation product arises from or is caused by parts, attachments or components not originating with Finn corporation. Use of Finn corporation equipment with parts and attachments not manufactured or supplied by Finn could result in personal injury.