



MACHINE

WARRANTY FOR TC MACHINE PRODUCTS

GENERAL PROVISIONS - The warranty described below is provided by TC Machine, Inc., 491 W. US Hwy 34, Phillips, Nebraska 68865 to the Original User of a new TC Machine Product ("TC Product") which was purchased as new equipment either directly from TC Machine, or through a TC Machine Authorized Distributor.

TC Machine will repair or replace, at its option, any part covered under this warranty that is found to be defective in material or workmanship for a period not to exceed 12 months.

Warranty term begins on the date of delivery of the TC Product to the Original User. Warranty applies only to new TC Products intended for sale in the United States. Product components which are not manufactured by TC Machine such as hydraulic cylinders, hydraulic components, fasteners, motors, winches, wheels and tires shall be warranted by the respective original equipment manufacturer.

WHAT IS NOT WARRANTED - Pursuant to the terms of this warranty, TC Machine does not warrant for the following: 1) TC Products purchased as used equipment; 2) TC Products that have been altered or modified in ways not approved by TC Machine; 3) Depreciation, damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, fire, accident, collision, the elements, or Acts of God. Warranty is not transferrable.

WARRANTY CLAIMS – To secure warranty service the Original User must 1) Report the Product defect to their Authorized Reseller or directly to TC Machine within the warranty term and 2) present valid proof of purchase including date of delivery. TC Machine will review and make final decisions on all requests.

WARRANTY SERVICE – If warranty service is required, it must be performed by TC Machine. Original Owner will be responsible for any service call fees, or transportation of the Equipment to and from TC Machine's place of business (except where prohibited by law). Original User will also be responsible for any premium charged for overtime or after-hours labor requested, and for any service and/or maintenance not directly related to any defect covered under this warranty.

NO IMPLIED WARRANTY, REPRESENTATION, OR CONDITION - To the extent permitted by law, neither TC Machine nor any company affiliated with it make any warranties, representations, conditions, or promises, express or implied as to the quality, performance, or freedom from defect of the Equipment covered by these warranties other than those set forth above, and NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON TC MACHINE TOOLBARS ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL TC MACHINE OR ANY COMPANY AFFILIATED WITH TC MACHINE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AUTHORIZED RESELLER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF TC MACHINE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

(Effective November 1, 2022)