

## WARRANTY AND DISCLAIMER

### **MIDLAND** MACHINERY CO., INC.

101 Cranbrook Ext., P.O. Box 326  
Tonawanda, NY 14151-0326  
(716) 692-1200

Midland warrants to the original purchaser only, that each part of the Road Building Machine, or components, or other manufactured items, sold herein, under normal use and service, shall be free from defects in workmanship and material for 180 days or 500 working hours, from initial start-up, whichever occurs first, except that this warranty shall not apply to tires, engines, batteries, manufactured hydraulic components, which items shall be subject only to the original manufacturer's warranty. No adjustment shall be made for defective items unless notice is given in writing within ten days after the defect is noted and the equipment is immediately taken out of service. Use of equipment thereafter shall constitute acceptance and waiver of the alleged defects.

This warranty shall be fulfilled by Midland repairing or replacing at its factory, products or parts that have been returned to it with transportation charges prepaid and that appear to its satisfaction to have been defective in workmanship or material.

THE FOREGOING SPECIFIC WARRANTY IS IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND ANY OTHER OBLIGATION ON PART OF MIDLAND. MIDLAND SHALL NOT BE RESPONSIBLE UNDER THIS WARRANTY FOR ANY LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGE.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF MIDLAND HAS ANY AUTHORITY TO BIND MIDLAND TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE MACHINE SOLD UNDER THIS CONTRACT NOT STATED WITHIN, AND UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY INCLUDED WITHIN THIS WRITTEN AGREEMENT, IT SHALL NOT BE ENFORCEABLE AGAINST MIDLAND.

## IMPORTANT

### **MIDLAND** MACHINERY CO., INC.

### WARRANTY CARD

NOTE: NO CLAIMS ARE HONORED UNLESS WARRANTY IS ESTABLISHED

MODEL: \_\_\_\_\_ SERIAL NO.: \_\_\_\_\_

TYPE OF ENGINE: \_\_\_\_\_ SERIAL NO. OF ENGINE: \_\_\_\_\_

MACHINE HAS BEEN: SOLD: \_\_\_\_\_ RENTED: \_\_\_\_\_ DATE: \_\_\_\_\_

DEALER: \_\_\_\_\_

PURCHASED BY/RENTED TO: \_\_\_\_\_

ADDRESS OF ABOVE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

FACTORY COPY