

P.O. Box 78 Bloomfield, Iowa 52537 888-766-6267 Fax 641-664-3438

SNOWMAN SNOWPLOW™ LIMITED WARRANTY TO CONSUMERS

COVERAGE

SNOWMAN SNOWPLOW, INC. warrants to each purchaser of a SNOWMAN SNOWPLOW for personal, family or household use that the snowplow will, for a period of one (1) year, be free from defects in material and workmanship. SNOWMAN SNOWPLOW, INC. does not authorize any party, including its authorized distributors, to offer any other warranty on behalf of SNOWMAN SNOWPLOW, INC. Upon expiration of the warranty period, SNOWMAN SNOWPLOW, INC. will have no further liability related to the snowplow, except with respect to warranty claims arising during the warranty period.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WHAT IS NOT COVERED

This warranty does not cover any parts not manufactured by SNOWMAN SNOWPLOW, INC. or any damage caused by such parts, nor does it cover any snowplow subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except SNOWMAN SNOWPLOW, INC. Further, attachment of a snowplow to a vehicle, including any necessary modification of the snowplow and/or the vehicle, is entirely at the purchaser's risk and expense.

REMEDY FOR DEFECTIVE SNOWPLOW

Upon receipt of any defective snowplow covered by this warranty, SNOWMAN SNOWPLOW, INC. will, at its option, repair or replace the defective snowplow at its expense excluding labor costs incurred while repairing said snowplow, provided that the purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below. The snowplow so repaired or supplied as a replacement will be shipped to the purchaser of the defective snowplow, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SNOWPLOW, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SNOWMAN SNOWPLOW, INC. WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SNOWPLOW, WHETHER BASED ON SNOWMAN SNOWPLOW, INC.'S BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential incidental damages, so the above limitation or exclusion may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a snowplow arising during the warranty period becomes known, the purchaser of the snowplow must notify the selling dealer of the claimed defect, in writing. If the selling dealer requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the selling dealer. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

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