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SNOWMAN SNOWPLOW™ COMMERCIAL WARRANTY

SNOWMAN SNOWPLOW, INC. warrants to each purchaser of a SNOWMAN SNOWPLOW for other than personal, family or household use that the snowplow will, for a period of one (1) year after the date of purchase, be free from defects in material and workmanship. If within such warranty period any part thereof is proved to SNOWMAN SNOWPLOW, INC.'s satisfaction to be defective, such part shall be repaired or, at SNOWMAN SNOWPLOW INC.'s option, replaced f.o.b. SNOWMAN SNOWPLOW, INC.'S factory without charge excluding labor costs incurred while repairing said snowplow. SNOWMAN SNOWPLOW, INC.'s obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon SNOWMAN SNOWPLOW, INC.'s receiving written notice of any alleged defect within ten (10) days after its discovery and, at SNOWMAN SNOWPLOW, INC.'s option, the return of the allegedly defective part to SNOWMAN SNOWPLOW, INC. f.o.b. its factory.

The foregoing warranty shall not apply to parts not manufactured by SNOWMAN SNOWPLOW, INC. or any damage caused by such parts, or to parts which shall have been repaired or altered by others than SNOWMAN SNOWPLOW, INC. so as, in SNOWMAN SNOWPLOW, INC.'s judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. With respect to parts furnished but not manufactured by SNOWMAN SNOWPLOW, INC., SNOWMAN SNOWPLOW, INC. shall pass on to its commercial customers the warranty extended to SNOWMAN SNOWPLOW, INC. by the supplier of such parts.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

SNOWMAN SNOWPLOW, INC.'S LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. SNOWMAN SNOWPLOW, INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of SNOWMAN SNOWPLOW, INC.'s snowplow to motor vehicles is at the risk and expense of the purchaser. SNOWMAN SNOWPLOW, INC. does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of SNOWMAN SNOWPLOW, INC.'s snowplow. Although SNOWMAN SNOWPLOW, INC.'s snowplows are designed to fit specific vehicle models, SNOWMAN SNOWPLOW, INC. does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

This warranty is not offered to purchasers of snowplows for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.