

## **EQUIPMENT WARRANTY INFORMATION**

DAKOTA Peat & Equipment is hereinafter called DAKOTA

### **(A) WARRANTY**

- a. DAKOTA warrants all products manufactured by it to be free from defects in material and manufactured at the time of shipment and for twelve (12) months from date of delivery to customer. DAKOTA will furnish to the dealer, without charge, f.o.b. East Grand Forks, Minnesota, replacements for such parts as DAKOTA finds to have been defective at the time of shipment; or at DAKOTA's option, will make or authorize repairs to such parts, provided that, upon request, such parts are returned, transportation prepaid, to the factory at East Grand Forks, Minnesota.
- b. This warranty shall not apply to any product that has been subjected to misuse, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), adjustment, or repair. Engines, motors, and any accessories furnished with DAKOTA's products, but which are not manufactured by DAKOTA, are not warranted by DAKOTA but are sold only with the express warranty, if any, of the manufacturers thereof. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION OF LIABILITY ON THE PART OF DAKOTA.

### **(B) LIMITATION OF LIABILITY**

- a. It is expressly understood that DAKOTA's liability for its products, whether due to breach of warranty, negligence, strict liability, or otherwise, is limited to the furnishing of such replacement parts, and DAKOTA will not be liable for any other injury, loss, damage, or expense, whether direct or consequential, including but not limited to loss of use, income, profit, or production, or increased cost of operation, or spoilage of or damage to material, arising in connection with the sale, installation, use, or inability to use, or the repair or replacement of, DAKOTA's products.
- b. Any operation expressly prohibited in the operating instructions or manuals furnished with the machine, or any adjustment or assembly procedure not recommended or authorized in the operating or service instructions, shall void such warranty.

### **(C) REGISTRATION**

- a. THIS WARRANTY IS VOID UNLESS "DEALER'S SALE REPORT TO THE FACTORY" CARD IS COMPLETED AND RETURNED TO THE FACTORY AT EAST GRAND FORKS, MINNESOTA, WITHIN 30 DAYS AFTER DELIVERY OF UNIT TO CUSTOMER.
- b. No Parts shall be returned under warranty unless a Return Goods Authorization (RGA) is obtained from DAKOTA.
- c. ALWAYS GIVE PART NAME, NUMBER AND MACHINE SERIAL NUMBER WHEN ORDERING PARTS.

**NOTICE:** DAKOTA reserves the right to make changes to design or construction without obligation to incorporate such changes in equipment previously sold.