

## Star Industries Limited Warranty

Star Products, except as noted below, are warranted to the original purchaser against defective workmanship and/or materials (when properly installed, used, and maintained) for a period of **5 years** from date of delivery to the customer by an authorized Star Dealer or direct from Star Industries. This warranty does not cover misuse, abuse, normal wear and tear, or accidental damage.

WARRANTY CLAIM NOTIFICATION: Product defects should be reported to the Star dealer from whom the product was purchased or to Star Industries in writing promptly after discovery. Preferably photographs showing the defect should also be provided along with a written report of circumstances involved. Warranty claims not made within 30 days after discovery of the defect shall be null and void.

WARRANTY DETERMINATION: If a warranty claim is found worthy and made within the warranty period we reserve the right at our discretion to repair existing defects or to replace it with the same or current model free of charge or to issue a credit for the reasonable cost of repair or take possession of the equipment and issue reimbursement for the calculated value.

WARRANTY PROCEDURE: Upon notification, Star Industries will determine if the product will need to be returned to Star Industries for inspection or repair or if the Star dealer or other entity can be authorized to make the repair at his location or if circumstances dictate other solutions. Dealer or other entity repairs must have prior written authorization. Reimbursement will be at the current “Star Warranty Labor Rate” and will not include reimbursement for offsite travel. A Warranty Claim Form must be submitted within 45 days of warranty repair authorization to receive credit for repair.

A return authorization number must be obtained from Star Industries before a product can be returned for inspection and/or warranty and that number must appear on the return shipping label. Upon inspection, Star Industries will determine if the product is defective and if so, whether it will be repaired or replaced. Repair or replacement is at the discretion of Star Industries. Transportation charges to Star Industries are not covered under the warranty and must be prepaid by dealer or customer unless it is within the first two years of warranty. In which case, if evidence acceptable to Star Industries, is provided that the product is defective and the return is from within the continental United States or Canada, Star will arrange for return shipment at their expense. Products found to be defective within the initial two year period and returned to Star Industries for repair or replacement will be returned to the dealer or customer freight prepaid providing it is within the continental United States or Canada. Warranted products to be shipped outside the United States or Canada and those warranted after the initial 2 years will be shipped freight collect. Unwarrantable products will be returned freight collect at the request of the dealer or customer, otherwise they will be destroyed.

LIMITATION OF DAMAGES: Star's obligation under this warranty shall not include costs of installation, duty, taxes or any other charges whatsoever or any liability for direct, indirect, incidental or consequential damages or delay. Star's liability for any and all losses and damage to purchaser resulting from any cause whatsoever, including negligence or breach of form of warranty, express or implied, by Star, alleged damage for defective goods, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the particular goods. Products repaired or replaced under this warranty are warranted only for the remainder of the original warranty. Any improper use including operation after discovery of defective or worn parts not approved by Star or any alteration or repair by others in such manner as in Star's judgment affects the product materially and adversely shall void this warranty.

EXCEPTIONS TO ABOVE WARRANTY TERM LENGTH:

- 2 year Warranty: Medium Duty Auger Drives
- 1 year Warranty: Auger Bits and Auger Accessories (excludes auger drives), Crane Forks. Grapples, 4 In 1 Buckets, Angle Broom, Mad Beaver Brush Cutters, Big Mouth Tree Shears, Self Dumping Hoppers, Replacement Forks, and Over the Bucket Forks
- 6 months Warranty: Concrete Mixers

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.