



**ALLMAND TLB
LIMITED WARRANTY
UNITED STATES and U.S. TERRITORIES**

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE, AND ANY EXCEPTIONS ARE DESCRIBED IN THE PUBLISHED LIMITED WARRANTY ADDENDUM, AVAILABLE UPON REQUEST.

COMPONENTS, SUB-ASSEMBLIES AND DEVICES MANUFACTURED BY OTHER MANUFACTURERS *ARE NOT* COVERED BY THIS WARRANTY. ALL WARRANTY INFORMATION FROM SUCH OTHER MANUFACTURERS IS PROVIDED WITHIN OR ACCOMPANY THESE GOODS.

Subject to the foregoing, the manufacturer, Allmand Bros. Inc., hereby warrants all tractor-loader-backhoes manufactured by Allmand Bros. Inc. after June 1, 2001 to be free from defects in material and workmanship for a period of (2) years after delivery to the original purchaser. The first year warranty would include parts and labor. The second year warranty would be limited to parts manufactured by Allmand Bros. Inc. and components warranted by the original equipment manufacturer for more than 12 months. Additionally, Allmand Bros. Inc. hereby warrants all replacement parts supplied by Allmand Bros. Inc. to be free from defects in material and workmanship for a period of 90 days after date of invoice. Delivery shall be deemed for the purposes of this warranty to have occurred no later than five days following the date of sale agreement or invoice unless the purchase agreement or invoice specifically states a later delivery date in which case such delivery date shall control. The original purchaser shall be deemed to be a person who places the goods or products in actual use, and any person holding such goods solely for wholesale or retail sale purposes shall not constitute an original purchaser. PROVIDED, any leasing of these goods or other use beyond normal demonstration of same shall be deemed to be in use by an original purchaser and all warranty periods shall commence at the time of such use. During the warranty period any defective goods or parts hereof shall be repaired or replaced at manufacturer's discretion. In the event it is necessary to return such goods or parts to the factory, all transportation charges shall be prepaid. The manufacturer shall in no event pay mileage expenses, but will warrant outbound ground freight.

The obligations of the manufacturer is solely to repair or replace defective goods or parts or to refund the cost of the same if it is determined by the manufacturer that repair or replacement will not return the goods to proper working order or utility. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND MANUFACTURER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE OBLIGATIONS OF THE MANUFACTURER HEREUNDER SHALL IN NO WAY EXCEED THE PRICE OF THE EQUIPMENT OR PART UPON WHICH SUCH LIABILITY IS BASED.**

The warranty shall not extend to tires, lamps, batteries or parts that have been altered, changed, damaged, or improperly installed, repaired, operated or maintained. Provided, this exclusion shall not apply to installations, repairs or other work done at the manufacturer's plant or under direct manufacturer's supervision. The Operator's Manual, to the extent covered therein, is deemed to set forth the proper procedures for operation, repair, installation, and maintenance of these goods.

No representative, dealer or distributor of the company is authorized to make any changes or exceptions to this warranty unless expressly authorized in writing from the manufacturer. All warranty claims must be filed within thirty (30) days of the failure.

ALLMAND BROS. INC., 1502 W 4TH AVENUE, P.O.BOX 888, HOLDREGE, NE 68949 (308) 995-4495

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