

# Warranty

## UNION TRACTORS WARRANTY POLICY

1. Union Tractor Warrants, to the original customer only, that the service work performed by Union Tractor Personnel and the parts supplied by Union Tractor shall be free from defects in parts and workmanship under normal use and service for a period of 180 days from the completion of the service work or from the date of delivery of the parts to the customer. Undercarriage time, wear and limitations are detailed on the “Select Warranty” document. All provisions other than this article one (1) shall apply to both warranties.

Subject to the provisions of this Warranty Policy, Union will repair or replace, as Union Tractor may elect, parts or workmanship which are covered by this Warranty Policy that are found upon inspection by Union Tractor to its satisfaction to be defective. Provided that if Union tractor is unable to correct any defect covered by this Warranty Policy after a reasonable number of attempts, then Union Tractor at its sole discretion, provide a full refund of the cost charged to the customer by Union Tractor in respect of the defective part or workmanship. These remedies are the customer’s exclusive remedies for breach of warranty.

The performance by Union Tractor of its obligations under this Warranty Policy are referred to as “Warranty Work”.

## LIMITATIONS ON UNION TRACTORS RESPONSIBILITY

1. If the customer discovers within the Warranty Period a defect in parts or workmanship supplied by Union Tractor, the customer shall promptly notify Union Tractor in writing, and in no event shall such notification be received by later than 14 days following the end of the Warranty Period. All failed parts must be promptly submitted to Union Tractor for inspection, and must be inspected before any claim under this policy will be considered.
2. All Warranty Work shall be performed by Union Tractor and shall be carried out at such times and such locations as shall be designated by Union Tractor. All Warranty Work shall be performed to Union Tractors usual standards of repair.
3. Warranty work shall be carried out only during the regular working hours of Union Tractors Service Department, PROVIDED THAT, Union Tractor may at its sole discretion, perform

**QUALITY. CONSISTANCY. RELIABILITY.**

**THE LARGEST AFTERMARKET PARTS AND SERVICE PROVIDER IN WESTERN CANADA**

the Warranty Work at times other than regular working hours when requested to do so by the customer, and if Union Tractor so elects, then the customer shall pay the difference between regular billing rates and Over Time Rates.

4. All costs of performing the Warranty Work, other than the cost of replacement parts and Union Tractors regular straight time labour rates, will be paid for by the customer at Union Tractors regular billing rates and credit terms. Such costs payable by the customer shall include (without limiting the foregoing) serviceman's travelling expenses and travel time, freight and premium transportation charges (such as air expenses), and all supplied and consumable items (such as oil, grease, fuel and filters).
5. The performance of Warranty work by Union Tractor shall not extend the Warranty Period, and any repair or replacement provided as Warranty Work shall not give rise to a new Warranty in respect thereof unless expressly agreed in writing.
6. This Warranty Policy does not cover; (i) any defective parts, materials or labour not supplied by Union Tractor. (ii) damage resulting from the customer's failure to comply with all service requirements and recommendations of Union Tractor or the Manufacturer, or resulting from failure to properly maintain or operate the equipment to which Union Tractor has supplied the parts, materials or labour (iii) damage from the customers improper or careless operating practices (iv) willful or accidental damage caused by disasters such as flood, fire, wind and lightning.
7. The liability of Union Tractor under this Warranty Policy is limited to repair or replacement of defective parts or workmanship as provided herein. Except as provided herein, UNION TRACTOR SHALL NOT BE HELD LIABLE for direct, indirect, immediate, incidental, special, consequential or other injury damage or loss whatsoever, whether based upon such breach of Warranty, breach of contract, negligence, strict tort, or any other legal theory including without limiting the generality of the foregoing; personal injuries (including death), damage to the equipment to which Union Tractor has provided service work or parts or damage to any other equipment on the property; loss of the use of said equipment or any other equipment or property; downtime or loss of revenues, profits or savings resulting from failure of the said equipment or any other equipment to operate for any period of time; the cost of any substitute equipment, facilities or services; overhead or any other expenses; or any other commercial, economic or equitable loss or damage; whether caused or contributed to be the default or negligence of Union Tractor, its employees, servants, agents or invitees in any manner, including the delivery, operation or possession of the said equipment by any of the said persons, or by any defects in parts or workmanship, or by any other cause or reason whatsoever.
8. This Warranty Policy is understood to be the complete and exclusive agreement between the customer and Union Tractor, superseding all prior agreements, whether oral or written, or any other representations or communications between the parties relating to the subject matter of this Warranty Policy. No employee of Union Tractor or any other party is

authorized to make any Warranty in addition to, in substitution for, or which otherwise amends or modifies this Warranty Policy. In the event of a conflict between the provisions of the Warranty Policy and any other express or implied condition, representation or warranty, the provision of this Warranty Policy shall govern.

9. Any suit or action against Union Tractor must be commenced within one (1) year from the date of commencement of the Warranty Period.

### **No Other Warranties**

**UNION TRACTOR SHALL NOT BE LIABLE UNDER THIS WARRANTY POLICY FOR ANY REPAIR OR REPLACEMENT THAT IS COVERED BY ANY MANUFACTURERS WARRANTY OR ANY OTHER WARRANTY AVAILABLE TO THE CUSTOMER.**

**THIS WARRANTY POLICY IS IN LIEU OF ALL OTHER WARRANTIES BETWEEN UNION TRACTOR AND THE CUSTOMER, EXPRESSED, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

*\*Union Tractor Ltd. is an independent business selling aftermarket parts and accessories for construction and transportation equipment. We are in no way connected with the makers of Cat, Volvo, Komatsu, John Deere and Hitachi original equipment products. All advertised products are for aftermarket use. Reference to names, part numbers and corresponding product details are not intended to imply that any of these parts are products of the original equipment manufacturer.*