

All New GMA Replacement parts are warranted to be free of defects in material and manufacture workmanship under normal use and service. Warranty coverage period is not to exceed 18 months from original invoice date with the exception of parts otherwise noted below:

## **Diesel Engine Parts**

GMA internal engine parts (i.e. pistons, rings, liners, etc) and external engine parts (i.e. oil & water pumps, turbochargers, etc) are warranted to be free from defects in material and workmanship for a period of 6 months after installation, not to exceed 12 months from original invoice date.

# **Ground Engaging Tools**

Are warranted against premature breakage for a period of 90 days from original invoice date, ground engaging tools include, but are not limited to, GMA blades, tips, adapters, and side cutters.

# **Undercarriage Parts**

GMA undercarriage parts, including link assembly and rollers, are warranted for a period of 12 months from original invoice date

# Electrical & Hydraulic Components

Are warranted for 6 months after installation, not to exceed 12 months from original invoice date.

# Non GMA Inventory Parts

Are considered "Special Order" and are not bound by this warranty. Special Order parts are identified as LOC 2 on a GMA Invoice. These include but not limited to: any non-stocking item, parts specifically outsourced for the customer from a secondary vendor, original surplus, or parts labeled as used "As Is" condition.

# **General GMA Responsibility & Limitations**

If claim procedure has been followed and GMA determines the claim as approved, the following describe GMA's maximum responsibility.

Parts: GMA, at its option, will replace parts needed or credit the customer's account.

<u>Labor</u>: GMA, upon its prior approval, will reimburse the customer for labor at a costs determined by current published rates and standards in the geographic area in which repairs are performed, not to exceed US \$30 per hour. No holiday or overtime rates will be paid by GMA.

<u>Maintenance Items</u>: GMA, upon its prior approval, will pay for maintenance items such as oil, filters and antifreeze that are not reusable.

Other than as expressly provided hereby, GMA shall not, under any circumstances, be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, transportation and towing costs, cost of purchased or replaced good, or claims of customers of the purchaser, which may arise or result from the sale, installation, or use of these parts. Any tampering or altering of a GMA product voids the Warranty and become sole responsibility of the owner. Failures determined to arise from owner or operator abuse, improper assembly, exposure to weather conditions, negligence, damage by accidents, or lack of proper maintenance are not covered by this warranty.

## Claim Procedure:

1)Customer shall notify GMA regarding a warranty claim using our GMA portal or contacting its sales rep. Claim description is required with every claim and is responsibility of customer to complete all information requested in a timely manner. 2) A claim number will be assigned and its status will be visible through our GMA portal.

3)If determined by our Claims department that more information is required or parts are required to properly evaluate the failure, the customer will be notified and an RGA (Return Goods Authorization) will be generated, no parts will be accepted without an RGA. Failure to cooperate may void the claim due to lack of information and/or parts requested (GMA reserves the right to examine every part subject to the claim under this Warranty). Only parts under Warranty that are suspected to have failed are allowed to be returned in used condition with our prior authorization. All parts returned to GMA must have original labels and be properly packaged for shipping. GMA Warranty will be void if returned merchandise is damaged due to improper packaging or neglect. Coverage will also be void if any third party delivering such merchandise has damaged the product.

4) If a Warranty Claim is denied all parts submitted for examination to GMA will be kept for 30 days only.

This Warranty is provided only to direct GMA customers and not to any other parties. The parties agree that any legal action, suit or proceeding arising under or in connection with the Warranty shall be instituted in a federal or state court located in Miami-Dade County, Florida, which shall be the exclusive jurisdiction and venue of said legal proceedings.