

DIAMOND ATTACHMENTS, LLC

LIMITED WARRANTY

Limited Warranty

This limited warranty covers defects in materials or workmanship only. Diamond Attachments will repair or replace any parts, which are found to be defective in materials or workmanship for a period of **six (6) months** from the date of shipment from the factory. The defect must occur during normal use of the product within the warranty period. SHANKS ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY AND ADDRESSED IN A SEPARATE WARRANTY.

Limitations

This Limited Warranty outlines specific legal rights. Diamond Attachments does not authorize any person to create for Diamond Attachments any obligation or liability other than stated in this Limited Warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY PRODUCT SOLD HEREUNDER.

TO THE EXTENT PERMITTED BY LAW, DIAMOND ATTACHMENTS DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Customer Responsibility

It is the customer's responsibility to maintain the equipment in accordance with the instructions provided in the Operator's Manual. Diamond Attachments recommends that you keep records and receipts; you may be asked to prove that the maintenance instructions have been followed.

It is also your responsibility to operate the equipment in a safe manner, and for the use for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment until repairs are made. **Damage, which occurs from continued operation, is not be covered by this warranty.** You should contact Diamond Attachments or your authorized Diamond Attachments dealer immediately so that repairs can be made in a timely manner.

This Warranty Does NOT Cover Damages Caused By:

- Abusive operations
- Misuse or neglect
- Natural calamities or accidents
- Unauthorized modifications
- Neglected Maintenance
- Unapproved attachments
- Usage contrary to the intended purpose

This Warranty Does NOT Cover:

- Pickup or delivery of the equipment or product
- Installation or other labor charges
- Rental of replacement equipment during the repair period
- Freight charges for replacement parts
- Travel time or mileage
- Component parts that are not manufactured by Diamond Attachments

How to Obtain Warranty Service

To obtain warranty service under the terms and conditions of this Limited Warranty, you must deliver the product to Diamond Attachments, 2801A S. Mississippi Ave., Atoka, OK 24525 (transportation and insurance prepaid) or to an authorized Diamond Attachments dealer, within the warranty period, along with proof of purchase. If you have questions, please call Diamond Attachments at (580) 889-6202.

Governing Law. ANY AND ALL ACTIONS ARISING OUT OF THE SALE OF THIS PRODUCT OR THE ACCOMPANYING WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Any action or proceeding under or in connection with this product or the accompanying warranty may only be brought in the District Court of Atoka County, Oklahoma.