

# DIAMOND ATTACHMENTS, LLC

## SHANK LIMITED WARRANTY

### Limited Warranty

This limited warranty covers defects in materials or workmanship only. Diamond Attachments will repair or replace shanks against breakage for **thirty (30) days** from the date of shipment. The defect must occur during normal use of the product within the warranty period.

### 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 might also have other rights which vary from state to state.

DIAMOND ATTACHMENTS MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED.

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 MAYNOT APPLY TO YOU.

### Customer Responsibility

It is also your responsibility to operate 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 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.

### Ripper Shanks Will NOT BE Warranted If:

- The shanks are welded or cut on.
- The shanks are used in a manner that is inconsistent with their design (*i.e.*, pulled behind a tractor larger than they were designed for).
- Any circumstances deemed unusual or uncommon use by Diamond Attachments

**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.