# Arrow Material Handling Products Limited Warranty

#### Overview

The goal of Arrow Material Handling Products ("Arrow") warranty policy is to assure confidence, reduce downtime and minimize cost of ownership. Should issues arise, please contact your authorized dealer or Arrow's Customer Service Team at 913-495-4803 or <a href="CustServ@ArrowMHP.com">CustServ@ArrowMHP.com</a> and we will strive to resolve any issues in a timely manner.

Normal hours of operation are Monday through Friday, 8:00 AM to 5:00 PM CST. If calling after hours, please leave a message and we will return your call as soon as possible. Arrow is closed for most US national holidays.

Arrow Material Handling Products offers a Limited Warranty on **Forklift Forks** delivered hereunder against faulty workmanship and use of defective materials for thirty-six (36) months from the date of shipment in normal use and service.

Arrow offers a Limited Warranty on Auger Attachments against faulty design, material, and workmanship for normal use when properly maintained. Auger Gearboxes are warranted for a period of sixty (60) months from date of shipment, Auger Motors are warranted for twenty four (24) months from date of shipment. Auger Bits, Frames and Cradles are warranted for a period of twelve (12) months from date of shipment. Refer to the Product Manual for proper maintenance procedures. Spare, Replacement and After Warranty Parts including hoses and components are warranted for three (3) months. Arrow Auger Teeth, Pilots, Adaptors and Extensions are manufactured with a patented design to interface with Arrow Auger attachments, extensions and adaptors. The use of attachments other than Arrow Auger Teeth, Pilots, attachments, extensions and/or adaptors, will void all warranty on Auger Drive and Bits. The use of Arrow adapters on unapproved attachments is not sanctioned. A "home-made" or non-standard attachment outside the specifications for the machine will void the Arrow warranty.

Other Arrow Attachments, **Booms, Buckets, Grapples, and Shears** delivered hereunder against faulty workmanship and use of defective materials for a period of twelve (12) months from the date of shipment. Seller offers a Limited Warranty for miscellaneous parts and accessories such as cylinders, hoses, switches, valves and wiring delivered hereunder against faulty workmanship and use of defective materials for a period of three (3) months from the date of shipment. This warranty does not include, and there in hereby excludes, maintenance parts and consumables including but not limited to hydraulic fluid, oil, belts, teeth, blades, filters and other similar items

Disassembly, modification or welding of units without Arrow's written authorization voids the warranty. Hydraulic hoses are warranted against failure due to workmanship. Improper installation, ripping or cutting due to unauthorized modifications of Arrow installation procedures is not warranted. An Authorized Dealer or Arrow representative must install hydraulic kits and components for failures to be given warranty consideration.

No warranties are expressed or implied as to the fitness of the equipment on which the attachment or accessory is installed. The purchaser is responsible for promptly informing Arrow Customer Service of any suspected operational deficiencies or failures. Arrow is the sole party responsible for analysis of reported deficiencies or failures. Repair or replacement will be at the sole discretion of Arrow. Field repairs or modifications undertaken without prior approval by Arrow Customer Service may invalidate the warranty.

All returns require a MRA. That policy and form can be found on the website or via 913-495-4803.

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#### General

The Arrow Limited Warranty is extended only to the original purchaser and may be void in the event that the product is sold or otherwise transferred. No warranty will apply to any product that has been (i) modified, altered or adapted without Arrow's written consent, (ii) abused or misused, (iii) repaired by any third party in a manner that fails to meet Arrow's repair standards, (iv) improperly installed, or (v) used with any device or implement not covered by this warranty.

The warranties set forth herein are in lieu of any and all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. The purchaser acknowledges that no other representations or warranties were made or relied on in connection with the purchase of the Arrow Products. No person is authorized to vary, modify or change the terms of this limited warranty.

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of the use of the property sold to the purchaser, including without limitation, loss of business, revenue, profits, goodwill, consequential damages, whether in contract or tort, including negligence.

Nothing in this warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

### Limitations

This LIMITED WARRANTY does not cover product, which in the opinion of Arrow, is damaged due to abuse, misuse, misapplication, prohibited operation, improper maintenance, alteration, unauthorized service, contamination by the base machine, or normal wear and tear. This LIMITED WARRANTY is void if the product is modified in any way without the written consent or instruction of Arrow. This LIMITED WARRANTY is null and void if the product is used in a prohibited operation, or unauthorized adjustment/assembly/disassembly has occurred. This LIMITED WARRANTY is the exclusive warranty and is given in lieu of any and all other warranties, whether expressed or implied, arising in any fashion including but not limited to the course of dealing and course of performance, and including but not limited to warranty of merchantability or warranty of fitness for a particular purpose. Dealers or Agents of Arrow have no authority to make any type of representation or warranties on behalf of Arrow beyond those expressly set forth in this document.

In no event shall Arrow be liable to any party, including but not limited to buyer, for any direct, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, loss of productivity, in any way related to or arising, directly or indirectly, from the product. The liability of Arrow for any and all losses and damages to buyer, its successors and assigns, resulting from any cause whatsoever, including the negligence of Arrow, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the product with respect to which such losses or damages are claimed.

Please refer to Arrow's Terms and Conditions of Sale on the website for additional information.

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