



## **36 MONTH LIMITED WARRANTY** **Arena Rascal Pro & Gravel Rascal Pro**

### **TERMS & CONDITIONS**

“ABI” means ABI Attachments, Inc. 520 S Byrkit Ave, Mishawaka, Indiana 46544, 877.788.7253 The Arena Rascal Pro & Gravel Rascal Pro models are warranted for 36 months, from the original invoice date, against defects in materials and/or workmanship when put to normal and designed residential, farm, & ranch consumer use; 12 months for commercial use. This warranty is only valid on new equipment to the original purchaser with proof of purchase.

For the purpose of the warranties, “normal & designed use” refers to such uses shown in ABI marketing materials, websites, & videos specific to this product and does not include misuse, accidents, or damage due to inadequate maintenance. However, final judgment of “normal & designed use” is the sole opinion of ABI.

The warranty holder is responsible for performing reasonable and proper maintenance. The warranty holder is further responsible for performing replacement of normally wearing parts. Attachments and options for these products are not covered by this warranty.

ABI’s obligation and or liability, under this warranty, of any product defect or claim for injury or damages is limited to repair or replacement of the product, or payment of the reasonable cost of repair or replacement of the product, at ABI’s sole discretion and direction. During the warranty period, warranty replacement parts or replacement product will ship by a standard method at no charge to the warranty holder, in the United States & Canada only. Expedited shipping of warranty parts or replacement product is the responsibility of the warranty holder.

To secure warranty service, the warranty holder must, (1) report the defect immediately to ABI customer service, in writing, for warranty consideration within the applicable warranty term and discontinue use of the product; (2) present photographic evidence of the warranty claim and valid proof of purchase; (3) return the product or part to ABI or independent service technician within 30 days of defect discovery or failure, for return, inspection, or repair; if required. If ABI is unable to repair the product to conform to the warranty in a reasonable number of attempts, ABI will provide, at its option, one of the following: (a) a replacement for the product or, (b) a full refund of the purchase price. Repair, replacement, or refunds are the warranty holder’s EXCLUSIVE remedies against ABI under this limited warranty.

ABI IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Equipment purchased used; (2) Any equipment that has been altered or modified in ways not approved by ABI, including, but not limited to, unauthorized repair, and acts of God; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage or use, vandalism, the elements, collision or accident; (4) Normal maintenance/wear parts and/or service, including but not limited to, tips, shanks, teeth, scarifiers, top-links, finish rakes, pins, bolts, leveling blades, profile blades, tires, rims, wires, and bearings. Periodic replacement of normally wearing parts is the responsibility of the warranty holder.

To the extent permitted by law, the limited warranty stated above is the exclusive warranty given by ABI to the original purchaser, and ABI disclaims any other warranties. There are no other warranties, either express or implied, including any warranty of merchantability, fitness for a particular purpose, or arising from course of dealing or trade usage. ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence, or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, loss of time, loss of wages, or cost of hiring services to perform tasks normally performed by this product. ABI reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

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