

TRM Manufacturing WARRANTY POLICY



Warranty Period

Warranty Period is for twelve (12) Months or 2000 hours of usage from the date of delivery to the first customer.

Limitation of Liability

TRM Manufacturing shall not be responsible for or in respect of:

1. Repair or replacement of:
 - a) Any normal wearing parts.
 - b) Any aging or deterioration caused by foreign substances or by exposure to the natural elements.
 - c) Any consumable items such as oil, grease, filters, etc.
2. **Any cost of repairs, alterations, or replacements made without prior TRM Manufacturing authorization.**
3. Any warranted product which has been subjected to:
 - a) Misuse, improper operation or misapplication, including but not limited to operation beyond expressly prohibited by the manufacturer of the machine, as shown in the the rated capacity operator's manual or rated capacity charts furnished with the machine
 - b) Neglect, including but not limited to:
 - i) improper maintenance and storage.
 - ii) use of the product while any parts are loose, broken or out of order.
 - c) Accident
 - d) Improper or unauthorized installation, adjustment, repair or alteration, including but not limited to:
 - i) Adjustment or assembly procedures not recommended or authorized in the User Guide manual.
 - ii) Use of unauthorized parts or attachments.
 - iii) Unauthorized modifications or alterations.

TRM Manufacturing shall be liable only for repair or replacement of parts as described under "Warranty Coverage", and TRM Manufacturing shall not be liable, whether under breach of warranty, negligence or strict liability, for any other injury, loss, damage or expenses, whether direct or consequential, including but not limited to loss of use, income, profit or production, increased cost of operation, or spoilage or damage to material.

Alterations

TRM Manufacturing reserves the right to make alterations or modifications to their products and literature at any time, which in their opinion may improve the performance and efficiency of the product. TRM Manufacturing shall not be obliged to make such alterations or modifications to products already in service.

The foregoing warranty is exclusively and in lieu of all other warranties, including warranties concerning merchantability or fitness for a particular purpose, which are expressly disclaimed, whether written, oral expressed or implied.

TRM Manufacturing assumes no other obligations or responsibility with respect to the products whatsoever, and no employee or representative is authorized to change or extend this warranty in any way or grant any other warranty whatsoever.

If in doubt, please contact TRM Manufacturing for advice and assistance.

GEM HEAVY CONSTRUCTION ATTACHMENTS
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