



Track Loader Parts

6543 Chupp Rd. Lithonia, GA, 30058
(877)857-7209 | info@trackloaderparts.com

OEM ASV Parts Warranty

TRACK LOADER PARTS (also referred to as TLP) warrants its OEM replacement parts ordered from the ASV Parts Department to be free of defects in manufacture or materials for a period of twelve (12) months from date of shipment. TRACK LOADER PARTS warrants OEM ASV/Caterpillar replacement rubber tracks to be free of defects in manufacture or materials for a period of twelve (12) months from the date of purchase. Reimbursement for any replacement rubber tracks which are subject to this warranty shall be on a Prorated Allowance basis, monthly, from the date of shipment. This parts warranty does not cover diagnostic time, removal, repair, installation, lost time, wages, freight, towing, dock or storage fees, duty or import fees or any other labor charges that may be associated with said part.

WARRANTY COVERAGE: The obligation and liability of TRACK LOADER PARTS under this warranty is expressly limited to, at TRACK LOADER PARTS sole option, the repair or replacement (with new or remanufactured parts or components) of any part, which appears, upon inspection by TLP, to have been defective in manufacture or materials, except in the case of rubber tracks on Products, for which Track Loader Parts may, at its sole option, either repair or provide to the holder of this warranty an allowance toward the purchase of a new rubber track (a "Prorated Allowance") based on the accrued hours of the affected rubber tracks, calculated as follows: $\text{Track hours} / 1500 \times 100 = \text{Customer Cost (\%)}$. All parts, including rubber tracks, shall be delivered by Track Loader Parts. This warranty shall be null and void if parts (including wear parts) are replaced with parts not authorized by Track Loader Parts.

No warranty shall cover any item on which serial numbers have been altered, defaced or removed. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration shall render this warranty null and void. Track Loader Parts reserves the right to inspect the installation of the Products and review maintenance procedures to determine if a failure was due to improper maintenance, improper use, abuse, improper storage, use of improper hydraulic fluid, use of unapproved attachments or accessories, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration, modification or repair of the equipment by persons not qualified. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

No amendment or modification to this warranty shall be authorized or effective unless such amendment or modification has been made in writing to the buyer and signed by an authorized Track Loader Parts employee. The obligations of Track Loader Parts under this warranty shall not include any duties, taxes or environmental fees (including, without limitation, with respect to the disposal or handling of rubber



Track Loader Parts

tracks, tires, batteries, petrochemicals or any other charges whatsoever), or any liability for indirect, incidental, or consequential damages. Track Loader Parts and ASV reserves the right to make improvements or changes to its Products without incurring any obligation to make such changes or modifications to Products previously sold

TRANSFERABILITY OF WARRANTY: The unexpired portion of this warranty may be transferred, provided that the Product to which this warranty relates has not been abused or misused or this warranty has not otherwise been voided or breached by the transferor prior to transfer, (THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TLP. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.

ITEMS NOT COVERED BY THIS WARRANTY The following items are NOT covered under this warranty (the following list is not exhaustive):

1. Non-TLP Components: Components which are not provided by Track Loader Parts are not covered by this warranty.
2. Replacement of assemblies: Track Loader Parts has the option to repair, replace or, with respect to rubber tracks, provide a Prorated Allowance for, any defective part or assembly. It is the policy of Track Loader Parts to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
3. Normal Operational Maintenance Services and Wear Parts: Maintenance services and wear parts are excluded from warranty claims. Maintenance services not covered include, but are not limited to, such items as: tune-up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
4. Transportation: Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
5. Deterioration: Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or for transportation of corrosive chemicals.
6. Secondary Failures: Should the Buyer continue to operate a machine after it has been noted that a failure has occurred Track Loader Parts will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
7. Stop and Go Warranty: Track Loader Parts does not recognize "Stop and Go" warranties; after the period of warranty commences, it shall not be tolled for any reason. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of TLP.



Track Loader Parts

8. Incidental or Consequential Damage: TRACK LOADER PARTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY, WHETHER OR NOT CAUSED DIRECTLY OR INDIRECTLY BY ANY NEGLIGENCE OF TRACK LOADER PARTS. The Buyer's sole remedy shall be limited to (at the sole option of TLP) repair or replacement of the defective part.

9. Labor: Track Loader Parts shall not be responsible for diagnostic, overtime, premium or any other labor charges; travel costs including without limitation meals and lodging, and travel time and/or mileage charges.

10. Customer Responsibilities: Track Loader Parts shall not be responsible for loaner machines, rental, downtime, transportation or inconvenience costs directly or indirectly resulting from the failure of its Products or parts. TLP neither assumes nor authorizes any other person to assume for TLP any other liability in connection with the sale of any TLP replacement parts. This warranty shall not apply to any equipment or any part which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of TLP. The aggregate liability of TLP shall in no event exceed the purchase price of the part.

IN THE EVENT OF ANY BREACH OF THIS WARRANTY BY TRACK LOADER PARTS, THE AGGREGATE LIABILITY OF TRACK LOADER PARTS SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT THE SOLE OPTION OF TLP) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART COVERED BY THE WARRANTY. IN NO EVENT SHALL TLP BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, LOST PROFITS, LOSS OF PRODUCTION, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, INCREASED OVERHEAD, INCREASED COSTS OF OPERATIONS, TOWING OR HAULING OF EQUIPMENT, RENTAL COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OF WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW.