

Section 1

Warranty Statement

Morbark, LLC (Morbark) warrants to the original purchaser that this product will be free from defects in materials and workmanship under normal use and operating conditions subject to the conditions and exclusions stated below. No representative, agent or dealer of Morbark or any other person is authorized to modify, expand or extend this warranty in any manner or make any representation on Morbark's behalf in connection with the sale of any product covered by this warranty. The warranty period starts with the start-up in-service date. See the Warranty Period Charts for information on the warranty period.

EXCLUSIONS

This warranty shall not apply to:

1. Product which has been subject to misuse, neglect, modification, alteration, accident or lack of normal maintenance or service
2. Fire damage
3. Labor, unless provided by an authorized Morbark dealer

REMANUFACTURED PARTS

Morbark reserves the right to use remanufactured parts, when available, for warranty replacement parts. The remanufactured component has the same warranty as if it was new.

PURCHASER'S EXCLUSIVE REMEDY

The exclusive remedy of the purchaser in the event the product does not conform to this Warranty shall be repair or replacement of the product (at the option of Morbark) without charge to the purchaser, when the product is returned to Morbark's factory at 8507 South Winn Road, Winn, Michigan, 48896, or at such other locations as may be designated by Morbark. Morbark shall have sole discretion to determine whether and to what extent the product is defective in material or workmanship. The acceptance by Morbark of any product returned is not an admission that the product is defective and if Morbark determines the product is not covered by this Warranty, the product may be returned to the purchaser at purchaser's expense.

DISCLAIMER OF WARRANTY

This warranty is in lieu of all other warranties express or implied. Morbark makes no other warranties regarding the equipment and in particular, makes no implied warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed.

LIMITATION OF DAMAGES

Morbark shall not be liable for any incidental or consequential damages, directly or by subrogation, including but not limited to any claims for fire damage, lost profits, downtime or loss of use in the event the product is defective.

Equipment Warranty Period Chart

Product Description	Morbark Manufactured Components	Vendor Purchased Components	Extended Coverage
New Beaver Chippers except M12RX & M20R	Two (2) years/3,000 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Stump Grinders	One (1) year/500 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Beaver M12RX & M20R	One (1) year/1,500 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Forestry, Recycling and Sawmill Equipment	One (1) year/1,500 hours, whichever comes first (Effective January 1, 2017)	One (1) year from date in service	Can purchase prior to start-up
Used Equipment	As stated on equipment order	N/A	N/A
New Engines	N/A	See Engine Warranty Statement	Can purchase prior to start-up or possibly up to two (2) years after start-up depending on the programs offered by the engine supplier

After Market Component Warranty Period Chart

Product Description	Morbark Manufactured Components	Vendor Purchased Components	Extended Coverage
New Morbark Manufactured Components	Ninety (90) days from the date of purchase	N/A	N/A
Advantage 3 Drum Assembly	<u>New equipment:</u> Three (3) years from date in service <u>Replacement:</u> Covered for the remainder of the original equipment warranty <u>Purchased:</u> One (1) year from date of purchase	N/A	N/A
Remanufactured Morbark Manufactured Components (part # is followed by the initials RM)	Ninety (90) days from the date of purchase	N/A	N/A
Used, reconditioned, refurbished Components	As is, no warranty	As is, no warranty	N/A
New After Market Purchased Components	N/A	One (1) year from date of purchase except as noted below	N/A
New After Market Purchased Components that do not have a one year warranty:			
Axles	N/A	EZ-Lube – Five (5) years	N/A
Equipment Controls	N/A	Tachometer – Two (2) years	N/A
Wear Items such as belting, chipper & counter knives, flail chain, anvils, hammers, screens, belts, bearings & tires	Manufacturer's limited warranty extended to the original purchaser to cover conditions that are reasonably considered to have been within the manufacturer's control. Conditions not within the manufacturer's control such as irregular wear, lack of maintenance, damage due to accidents or vandalism are not covered.	Manufacturer's limited warranty extended to the original purchaser to cover conditions that are reasonably considered to have been within the manufacturer's control. Conditions not within the manufacturer's control such as irregular wear, lack of maintenance, damage due to accidents or vandalism are not covered.	N/A

Warrantable Expenses

- **Dealer Labor**
 - Dealers will be reimbursed for a reasonable amount of their labor time to complete the removal and replacement of the warrantable component (number of hours multiplied by Morbark's approved warranty labor rate)
 - Dealers will be reimbursed for a reasonable amount of time needed to repair a warrantable defect (number of hours multiplied by Morbark's approved warranty labor rate)
 - Morbark wants to fairly compensate dealers for actual warranty expenses incurred, but reserves the right to amend any labor reimbursement requests that seem excessive or unwarranted
- **Dealer Outgoing Ground Freight to Morbark** – Normal ground transportation expenses will be reimbursed if Morbark requires the component to be returned
- **Dealer Mileage** – Reimbursement may be considered on a case-by-case basis
- **Dealer Travel Time**– Reimbursement may be considered on a case-by-case basis

Expenses/Items Not Covered

- **Maintenance**
 - Required scheduled maintenance including proper maintenance schedule intervals
 - Procedures to maintain correct fluid levels: fuel, oil, and lubricants recommended in the Operator's manual
 - Labor involved in adjusting, lubricating, as well as performing other normal maintenance services detailed in the Maintenance Schedule and/or Operator's manual
 - Items considered expendable or normal maintenance items such as: lubricants, anti-freeze, fluids, filters, clutch linings, brake pads, wear parts (i.e. such as knives, inserts, and grates), light bulbs
- **Damages Due to Accidents, Misuse, or Alterations**
 - Collision, fire, theft, abuse, negligence, freezing, vandalism, riot, explosion or objects striking the equipment, environmental damage, and caustic cleaning solutions
 - Modifications or temporary repairs made to equipment
 - Use of equipment for something other than it's intended use
- **Unauthorized Service**
 - Repairs or service work performed by unauthorized service outlets, without prior approval
- **Damage resulting indirectly from a prior warranty issue**
 - Warranty will only be allowed for direct cause
 - Any damage caused because equipment was allowed to continue to operate with a warrantable problem allowing additional issues to develop will not be covered
- **Freight Inbound to Dealer/Customer**
 - Expenses over and above normal ground transportation for procurement of warranty materials
- **Freight Outbound to Morbark**
 - Morbark will not always require that a component be returned for warranty. Complete the Warranty Preliminary Review Form to find out whether or not an item must be returned
 - Freight to Morbark will not be reimbursed if Morbark did not require the component be returned
- **Towing**
- **Payment for loss profits or downtime**
- **Materials** – Shop materials; maintenance items.
- **Travel expenses including lodging and meals**
- **Rental Equipment Expenses**