

**ESKRIDGE FINISHED PRODUCT  
LIMITED WARRANTY**

**1.1 Scope of Warranty Coverage.** Upon the terms and subject to the conditions set forth in this limited warranty:

(a) ESKRIDGE (referred to herein as “**ESKRIDGE**” or the “**Manufacturer**”) warrants to each initial end user customer (a “**Purchaser**”) of a new finished product together with any accessories manufactured and sold directly from ESKRIDGE (the “**Product**”) that the Product shall be free from defects in material and workmanship, under normal working and service conditions, for a period of eighteen (18) months from the date the Product is shipped from ESKRIDGE. (the “**Warranty Term**”). A Purchaser shall be eligible for an additional eighteen (18) months of coverage in addition to the Warranty Term (also referred to as the “**Standard (+) PLUS benefit**”) only if the Purchaser (i) complies with Section 1.2(a) and (ii) registers the Product during the Warranty Term at [myproduct.eskridgeinc.com](http://myproduct.eskridgeinc.com).

(b) Notwithstanding the foregoing, this warranty does not cover components damaged by accident, abuse, misuse, neglect, untrained operators, collision, overloading, modification, disassembly, rework, misapplication, improper installation, lack of lubrication or maintenance, or improper service. This warranty does not cover the paint or material finish, removal or reinstallation of the Product, or normal wear and tear and loss of functionality due to aging of the Product (which may include but is not limited to bearings, bushings, seals, O-rings, gaskets, brake material, motor brushes, electrical cables and more).

**1.2 Eligibility of Warranty Coverage.**

(a) A Purchaser shall be eligible for warranty coverage under this Limited Warranty during the Warranty Term only if:

(i) Prior to placing a Product in service, and throughout use of the Product during the Warranty Term, the Purchaser provides (or causes to be provided) proper storage such that foreign objects (e.g. rain or debris) cannot enter any Product through entry ports which are normally closed during operation.; and

(ii) The Purchaser maintains, or causes to be maintained, the Product according to commercially reasonable standards and utilizes the Product for the purposes for which it was created; and

(iii) No repairs or alterations have been made by any party other than ESKRIDGE, including Purchaser, unless otherwise authorized in writing by ESKRIDGE.

**1.3 Transferability of Warranty.**

(a) This warranty is transferable only from the Purchaser to the first subsequent transferee (the “**Transferee**”) of the Product from Purchaser upon (i) written notification to ESKRIDGE and (ii) registration of the transfer, both within 30 days of such Product transfer.

(b) Upon satisfaction of transfer requirements set forth in Section 1.3(a), the Transferee shall succeed to all the rights and obligations of the Purchaser set forth in this Limited Warranty.

**1.4 Certain Limitations on Scope of Warranty Service.**

(a) Any obligation of ESKRIDGE under this warranty, statutory or otherwise, is limited to the repair of the Product, at its factory or Authorized Service Centers. Notwithstanding the foregoing, if field service or repair is performed by ESKRIDGE at the request of the Purchaser and no defect is found with material or workmanship of the Product, the Purchaser shall compensate ESKRIDGE for its time and expenses within thirty (30) days of delivery of an invoice relating to the same. If repair is determined by ESKRIDGE in its sole, absolute and uncontrolled discretion to be impossible or impractical, then ESKRIDGE may satisfy this warranty by replacing the Product. ESKRIDGE will not provide any cash payment or credits for defective materials or workmanship.

(b) Purchaser shall be responsible for any and all freight charges for any Product receiving warranty service under this limited warranty. Any travel time, transportation charges, freight charges, or similar costs incurred by ESKRIDGE in connection with the replacement or repair of defective parts, shall, be the responsibility of the Purchaser. If applicable, ESKRIDGE shall invoice Purchaser for the total amount of such charges within sixty (60) days of fulfilling its duties under this warranty, payable within thirty (30) days of delivery of such invoice. In no event shall ESKRIDGE be liable for bills for service, labor or other expenses that have been incurred by the Purchaser without approval or prior authorization by ESKRIDGE for inspection, maintenance, or repair of the Product.

(c) If a Product is found to be operable upon inspection, the Product, at Purchaser's election, may be either (1) returned to the Purchaser with a service charge from ESKRIDGE for inspection, cleaning, and routine replacement of all rubber components and any other parts that show wear; or (2) ESKRIDGE can dispose of the product safely.

**1.5 Limitations of Liability.** ESKRIDGE shall in no event be liable for punitive, special or consequential damages relating to the Product or this Warranty. ESKRIDGE makes no warranty in respect to third-party accessories, upgrades, or additions to the Product.

**1.6 Improving Product.** ESKRIDGE reserves the right to improve the Product through changes in design or materials as it may deem desirable or necessary without being obligated to incorporate, upgrade, or otherwise modify previously manufactured products.

**1.7 Limitations of Warranty.**

(a) THE WARRANTY SET FORTH ABOVE IS THE ONLY EXPRESS WARRANTY. ESKRIDGE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

(b) ANY IMPLIED WARRANTY WHICH BY LAW MAY NOT BE EXCLUDED IS LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF ORIGINAL RETAIL PURCHASE OF THE PRODUCT.

(c) This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

(d) This warranty is valid only in the U.S.A. and Canada. For warranty outside the U.S.A. and Canada contact your nearest Eskridge Distributor.

**1.8 No Modifications to Warranty.** No ESKRIDGE dealer, distributor, agent or employee is authorized to make any modification, extension or addition to this warranty.

**1.9 How to Apply for Warranty Coverage.**

All claims are handled by contacting your nearest Eskridge Distributor. For questions, please contact customer support: [eskcustomersupport@ramseyindustries.com](mailto:eskcustomersupport@ramseyindustries.com).

Visit [Dealer Locator - Eskridge](#) for Eskridge Distributor locations and contact information.

Additional warranty, service support, product information, and parts information can be found on [www.eskridgeinc.com](http://www.eskridgeinc.com).