



LAND LEVELER
**WARRANTY
POLICY**

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K-TEC LAND LEVELER WARRANTY POLICY

THIS WARRANTY APPLIES ONLY TO 2016 AND LATER YEAR MODELS OF NEW K-TEC LAND LEVELERS (“K-TEC LEVELER”).

1. LIMITED STRUCTURAL WARRANTY

K-Tec Earthmovers Inc. (“**K-Tec**”) warrants that structural assemblies, will be free from defects in materials and workmanship, under normal use and service and subject to the limitations and exclusions in this warranty, for a period of twelve (12) months or two thousand (2000) machine hours, whichever comes first. Structural assemblies shall include only the following: the shell, moldboard, walking axle, transport axle, tie-rods, hitch pole, rear hitch, and pintle hitch assembly. The warranty period commences on the date of delivery to the first retail purchaser (the “**Customer**”) if the In-Service Date Form is submitted to K-Tec within seven (7) days of the date of delivery to the Customer. If the Customer does not submit the In-Service Date Form, the warranty period commences on the date the K-Tec Leveler is shipped by K-Tec.

The balance of the unused warranty may be transferred to a subsequent owner for a private sale. However, any K-Tec equipment purchased at an auction sale, does not transfer warranty to the new purchaser, except where express written authorization is provided by K-Tec Earthmovers Inc. has been obtained prior to transaction date.

For certainty, the warranty period for a K-Tec Scraper is not extended by any transfer of the K-Tec Leveler or whatsoever without express written authorization by K-Tec obtained in advance.

2. STANDARD PARTS AND LABOR WARRANTY

K-Tec warrants that each new K-Tec leveler will be free from defects in materials and workmanship, under normal use and service in accordance with the owner’s manual and subject to the limitations and exclusions in this warranty, for a period of six (6) months or one thousand (1000) machine hours, whichever comes first from the date of delivery to the Customer. Standard parts include hydraulic lines, and electrical wiring harnesses where applicable.

3. CYLINDER WARRANTY

Cylinders on a K-Tec Leveler are to be free from defects in material and workmanship for a period of twelve (12) months or two thousand (2000) machine hours or eighteen (18) months from date of cylinder manufacture, whichever occurs first, and will repair or replace at K-Tec’s discretion, free of charge, any product or part proven to be defective in material and/or workmanship. Normal in-service wear of internal components, such as seals and wear rings, is not covered by this warranty. Reasonable preventive maintenance of chrome rod is expected, including but not limited to, weekly machine cycling and lubrication during storage. Evidence of lack of preventive chrome maintenance will void warranty. This warranty becomes null and void when the product has been disassembled, welded upon or in any way materially altered without prior approval by K-Tec.

4. EXCLUSIONS

This warranty excludes the deterioration of consumable parts and other parts due to normal wear and tear, including, but not limited to tires, cutting edges, router bits, pins, bearings, & bushings.

This warranty excludes service calls to and from the site of the K-Tec Leveler. It is the responsibility of the Customer to either transport the K-Tec Leveler to the repair facility of the K- Tec Dealer or pay the costs of having a K-Tec authorized repair person attend to another location.

K-Tec reserves the right to deny warranty coverage, in full or in part, if K-Tec determines, in its sole discretion, the damage to or deterioration of the K-Tec Leveler is caused by:

- » unauthorized or improper use, operation, or maintenance (examples include, but are not limited to exceeding the load limit; pulled by a tractor in excess of engine horsepower; and operating with an improperly connected hydraulics).
- » unauthorized repair, alteration, or modification including but not limited to repair, alteration or modification or parts used in connection therewith not conducted or authorized by K-Tec;
- » use of improper fuels, lubricants, oils (including, but not limited to unfiltered oil, dirty oil, and used oil) or other fluids;
- » collisions, natural disasters, or acts of nature;
- » improper shipping or transporting;
- » improper storage conditions;
- » failure to follow decal instructions or manuals supplied with the Leveler;
- » use of the K-Tec Leveler in soil types other than clay, top soil, sand, coal fines, coal, and soil composed of rock particles (6 inch diameter or less) in a proportion greater than 20%.

Neither this warranty nor any other warranty by K-Tec, express or implied, is applicable to any item that K-Tec sells that is warranted directly to the Customer by its manufacturer, including, but not limited to the tires and power unit components used with the K-Tec Leveler. This warranty does not apply to any damage to parts, equipment, or vehicles used with the K-Tec Leveler.

5. ADDITIONAL EXCLUSIONS

K-Tec reserves the right to deny warranty coverage, in full or in part, if K-Tec determines, in its sole discretion, that the damage to or deterioration of the K-Tec Leveler is the result of the Customer's or a third party's failure to operate the K-Tec Leveler in accordance with the owner's manual and any of the following use guidelines as applicable.

6. LIMITATIONS AND DISCLAIMER

The above warranties and remedies are exclusive and shall not be deemed to have failed of its or their essential purpose so long as K-Tec or another party authorized by K-Tec is willing and able to repair or replace, in K-Tec's sole discretion, the K-Tec Leveler in question within a reasonable time after the Customer establishes that a valid warranty claim exists in accordance with this warranty.

Repair of the K-Tec Leveler under this warranty shall be the Customer's sole remedy. In no event shall K-Tec be liable for any special or indirect or incidental or consequential damage, including lost business or profits, downtime, overtime, or any other type of economic loss arising out of the sale or use of the K-Tec Leveler.

This warranty contains the sole warranty for the K-Tec Leveler and no person is authorized to give any further representation or warranty or assume any further obligation on behalf of K-Tec with respect to a K-Tec Leveler. There are no warranties expressed or implied and K-Tec hereby expressly waives and disclaims any obligations to the full extent permitted by applicable law, including liability for loss or damages due directly or indirectly, any obligations including without limitation loss of use, loss of revenue, loss of profit, shipping and handling and injury to property or person (including death), and any implied warranty or condition of quality,

merchantability or fitness for a particular purpose, and such implied warranties, if any, are limited in duration to the term of this warranty. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitations only apply to the extent permitted by law in the jurisdiction in which the K- Tec Leveler was purchased.

7. SUBMITTING A WARRANTY CLAIM

The Customer must notify K-Tec of any warranty claim immediately upon the occurrence of damage to the K-Tec Leveler. Upon notification, K-Tec will provide the Customer with the Warranty Claim Form. Within sixty (60) days of the date that the damage to the K-Tec Leveler occurs and prior to any repair, the Customer must send the completed Warranty Claim Form and pictures of the damage of the K-Tec Leveler to K-Tec at the following email address:

warranty@ktec.com

OR

Submit their claim online at <https://ktec.com/leveler-warranty-claim/>

K-Tec may determine that this warranty is void if the Customer fails to submit the Warranty Claim Form and pictures of the damage of the K-Tec Leveler.

K-Tec, in its sole discretion, will determine if the Customer's warranty claim is covered by this warranty. If K-Tec determines that the damage or deterioration is covered by this warranty, K-Tec or a K-Tec Dealer authorized by K-Tec will repair or replace, at K-Tec's option, any part determined by K-Tec to be defective in material or workmanship. Any replacement part will be either a new, remanufactured or K-Tec-approved part. If K-Tec authorizes work under this warranty, the Customer must promptly make the K-Tec Leveler available to K-Tec or the K-Tec Dealer to perform the work. K-Tec is responsible for only standard rate shipping costs of replacement parts. The Customer is responsible for shipping charges in excess of those that are usual and customary. K- Tec will determine, in its sole discretion, whether another party other than K-Tec or a K-Tec Dealer, such as a Customer, is permitted to perform any repair covered by this warranty. In the event K-Tec permits another party to perform warranty work, K-Tec will reimburse the other party on such terms as K-Tec determines, in its sole discretion, to be reasonable. All parts and material that are replaced in the course of a warranty claim are the property of K-Tec and must be stored by the K-Tec Dealer for a period of one hundred eighty (180) days, unless K-Tec permits prior disposal.

K-Tec will reimburse the Customer for the cost of labour of the authorized warranty claim at a flat rate for the entire warranty claim in the manner provided for below. K-Tec will determine the flat rate for labour reimbursement, in its sole discretion, prior to any work being performed under this warranty. The Customer is responsible for all labour costs above the flat rate reimbursement amount authorized by K-Tec.

All amounts reimbursed by K-Tec under this warranty will be made in the form of a credit to the account of the Dealer or the Customer, whatever the case may be. The Customer or the Dealer will be charged for any replacement parts until the warranty claim is approved by K-Tec. If K-Tec is unable to reimburse a Customer or a subsequent owner by way of a credit to the account, K-Tec will reimburse such Customer or subsequent owner on such terms as K-Tec determines, in its sole discretion, to be reasonable.