



## LIMITED WARRANTY FOR NEW SUMMIT TRACTORS AND SUMMIT FRONT-END LOADERS

A. GENERAL PROVISIONS: The warranties described below are provided by Summit Tractors LLC ("Summit") to the original purchasers of new SUMMIT brand tractors and front-end loaders ("Equipment") from any SUMMIT retail store location. Under the warranties provided by SUMMIT, SUMMIT will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed at a service center authorized by SUMMIT to service the type of Equipment involved, which will use only new or remanufactured parts or components furnished or sourced by SUMMIT. Warranty service will be performed without charge to the purchaser for parts and labor. The purchaser will be responsible, however, for any service call and/or transportation of any Equipment or Product to and from the service center's place of business, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferable provided an authorized SUMMIT service center is notified of the ownership change, and SUMMIT approves the transfer. SUMMIT reserves the right to make alterations or modifications in its equipment at any time, which in its opinion may improve the performance and efficiency of the Product. SUMMIT shall not be obliged to make such alterations to products which have been shipped or are in service.

B. WHAT IS WARRANTED: Subject to the Length of Warranty Chart below, as amended from time to time, acknowledging limitations on the term of warranty, all parts of any new SUMMIT Equipment, except tires and wheels and batteries (which are warranted by the manufacturer of each product), are warranted for the number of months or operating hours specified below. Warranty statements required by law covering engine emission-related parts and components, which shall not be less than the engine warranty, are found in the operator's manual delivered with the equipment. Included in the Summit Tractors Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, emission control components and all parts contained therein. Powertrain: Transmission, transmission case, differential and axle housing, MFWD front axle assembly, and all parts contained therein. The Powertrain Warranty does not include external drivelines, or steering cylinders including but not limited to the HST assembly (HST pump), HST damper plate, and the HST damper assembly.

C. WHAT IS NOT WARRANTED - SUMMIT IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used equipment; (2) Any Equipment that has been altered or modified in ways not approved by SUMMIT, including but not limited to setting injection pump fuel delivery above SUMMIT or manufacturer specifications; (3) Depreciation or damage caused by normal wear and tear, lack of reasonable or proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident; (4) Normal maintenance parts and service including, but not limited to, light bulbs, filters (oil, fuel, air and hydraulic), belts, motor brushes, brakes, fuses and switches, clutch linings, engine tune-up, wheel alignment, blade sharpening and lubrication. Purchasers have a duty to maintain maintenance records. In SUMMIT's sole and absolute discretion, SUMMIT may request documentation of maintenance. Failure to maintain and provide maintenance records upon request, at the option of SUMMIT, shall void all warranty and prohibit all warranty claims. Any use or operation of the Product beyond the rated capacity expressly prohibited in the Operator's Manual or any adjustment or assembly procedures not recommended or authorized in the Operator's Manual shall immediately VOID this limited warranty.

D. SECURING WARRANTY SERVICE - To secure warranty service, the original purchaser or a subsequent purchaser to whom the applicable warranty has been properly transferred as described above must (1) Report the product defect in writing to an authorized Summit Tractors service center and request repair within the applicable warranty period (2) Present written evidence that the warranty registration for the particular piece of Equipment has been completed and indicate the warranty start date, and (3) Bring the Equipment to an [authorized] SUMMIT service center within five (5) business days and prior to the expiration of the applicable warranty period.

E. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES -EQUIPMENT - To the extent permitted by law, neither SUMMIT nor any business entity affiliated with SUMMIT ("SUMMIT Affiliate"), nor any director, officer, employee, or member of SUMMIT or any SUMMIT Affiliate, make(s) any warranties, representations or promises as to the quality, performance or freedom from defect of the Equipment covered by the warranties described herein. Except as described in this Limited Warranty, no other warranty is provided and ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO ALL EXPRESS AND IMPLIED WARRANTIES, WARRANTY OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE. All existing warranties, including IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FROTH HEREIN. Unless otherwise prohibited by law, THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY OF THE EQUIPMENT ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL THE SERVICE CENTER, SUMMIT OR ANY SUMMIT AFFILIATE OR AGENT THEREOF BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, LOAN PAYMENTS, COST OF RENTAL OR SUBSTITUTE EQUIPMENT, INSURANCE COVERAGE, STORAGE, LODGING, TRANSPORTATION, FUEL, MILEAGE AND COMMUNICATION COSTS). (Note: some states do not allow limitations on how long and implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you, but they are intended to apply to the greatest extent permitted by law.) This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. NEITHER SERVICE DEALER, NOR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE AUTHORIZED TO PROVIDE ANY ORAL WARRANTY, OR ASSUME AND ADDITIONAL OBLIGATIONS OR LIABILITIES IN CONNECTION WITH SALE OR RESALE OF THE PRODUCTS. ANY ORAL STATEMENT MADE BY SERVICE DEALER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES REGARDING THE PRODUCTS DO NOT CONSTITUTE WARRANTIES, MAY NOT BE RELIED UPON AS SUCH BY THE PURCHASER AND ARE NOT PART OF ANY WARRANT. Any action by the purchaser arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) must be initiated within one year after the cause of action or it shall be prohibited and the purchaser expressly waives any statute of limitations which might apply otherwise.

If further information is desired, contact SUMMIT using any of the methods listed in the "Contact Summit" sections of www.summittractors.com or the Summit Tractors Connect App.

## **LENGTH OF WARRANTY COVERAGE - EFFECTIVE JANUARY 2022**

COVERAGE IS DETERMINED FROM DATE OF DELIVERY TO THE CUSTOMER BY MONTHS OR HOURS, WHICHEVER COMES FIRST

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EQUIPMENT TYPE	ALL AGGREGATES	POWERTRAIN
GOVERNMENT & NON-COMMERCIAL USE ONLY*		
TRACTORS	36 MONTHS OR 2000 HOURS	60 MONTHS OR 3000 HOURS
		PLUS 12 ADDITIONAL MONTHS OR 3000 TOTAL HOURS EXTENDED POWERTRAIN WARRANTY
ALL OTHER USE		
TRACTORS	36 MONTHS OR 2000 HOURS	36 MONTHS OR 3000 HOURS
FRONT-END LOADERS, TIRES & WHEELS, BATTERIES		
FRONT-END LOADERS	12 MONTHS	NOT APPLICABLE
TIRES & WHEELS	12 MONTHS	NOT APPLICABLE
BATTERIES	12 MONTHS	NOT APPLICABLE

<sup>\*</sup> Definition of Non-Commercial Use: Summit Tractors Equipment and associated products that are purchased and exclusively used for personal, consumer type of landowner usage or other small business use which does not include rental, demolition, paving, bulldozing, mining, quarry operations, graveyard or commercial forestry operations.