



#### **OUR WARRANTY TO YOU (PAGE 1 OF 2)**

We warrant to the original purchaser, from the date of purchase, all parts (except those listed below) of each new Thomas machine, attachment, and replacement part, purchased from Thomas to be free from defects in materials or workmanship as stated below.

We will at our option, repair or replace any part covered by this warranty which is defective, malfunctions or otherwise fails during the term of this warranty, at no charge for parts or labor. We reserve the right to reasonably inspect the product or part.

#### **Warranty Coverage**

##### **Mini Skid Steer Loader**

12 months or 1000 hours, whichever comes first, on parts and labor and 24 months or 1000 hours on the engine.

##### **Main Frame**

60 months from date of original sale. Warranty applies to main frame only and does not cover liftarms, quick attach, attachments, power transmission devices, axles, axle towers, seals wear items and bearings.

##### **Replacement Parts**

90 days on parts only, or remainder of the products warranty, whichever is the longest.

#### **WHAT THIS WARRANTY DOES NOT COVER**

1. General maintenance service including but not limited to adjustments, tune ups, etc.
2. Maintenance parts such as filters, brakes, rod ends, light bulbs, general fasteners, sparkplugs, injector nozzle assemblies, lubricants, coolants, belts, glass, cutting blades, bucket cutting edge and teeth, greasable pins, bushings, spring systems, screens and bearings, seals, and switches.
3. Missing paperwork
4. Component failure caused by non-performance of scheduled maintenance service, such as: failure to replace air cleaner filter, fuel filter, engine oil filter or hydraulic/hydrostatic filter elements. Failures caused by not maintaining adequate fluid levels in engine and hydraulic/hydrostatic systems, not keeping the cooling system cleaned, or not tightening or replacing loose or missing bolts, nuts, fittings, shields and shrouds. Failures of hydrostatic systems due to contamination and engines due to dusting are not covered by Thomas or manufacturers warranties unless due to defect in material or workmanship.

#### **4. Items covered by the manufacturer warranty or separate warranty such as but not limited to, engines and tires and other self-service vendor parts.**

6. Transportation to dealer for repair or service call charges.
7. Used products or stolen equipment.
8. Damage caused by natural calamity beyond human control such as: fire, flood, etc.
9. Damage caused by exposure to chemicals, corrosive environment, (i.e. salt water) falling objects, dirt and sand, excessive heat or moisture.
10. Storage related deterioration.
11. Products which are damaged and sold as salvage units or in an "as is" condition.
12. Cost for replacement equipment while your unit is being repaired.
13. The warranty will be voided for any Thomas product if the operator hour meter has been tampered with.
14. Oil lost due to failures.
15. Failure resulting from neglect such as improper operation and lack of required maintenance.
16. Any misuse, negligence, alteration, operation after discovery of defective or worn parts, secondary damage resulting from continuing to operate product after initial failure, operation beyond rated capacity, accident, lack of proper maintenance, alteration or modification not approved by Thomas, use of a non-approved attachment, or use in a manner which in Thomas judgment adversely affects the products, will result in warranty being void.
17. MECHANICAL BREAKDOWN or FAILURE:
  - i. caused by negligence, misuse or abuse;
  - ii. Caused by lack of maintenance (see maintenance requirements in owner/operators manual;
  - iii. caused by external cause, such as fire, lightning, explosion, the extinguishing of a fire or a subsequent demolition, aircraft and other aerial devices or articles dropped therefrom, collapse of buildings, theft or any attempt of threat, earthquake, tsunami, volcanic eruption, or other convulsion of nature, subsidence, landslide, rock fall, avalanche, hurricane, tornado, typhoon, cyclone or other atmospheric disturbances, flood, inundation, escaping water from water containing apparatus, or clearance of debris, demolition or dismantling arising from these causes;
  - iv. Arising out of FAILURE of an otherwise converted part that does not meet manufacturer's specifications, including modification and/or alterations to the EQUIPMENT not approved by the ADMINISTRATOR;
  - v. caused by the application of any tool or process during the course of maintenance, inspection, modification or overhaul, transportation to and from repair facility;

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**WHAT IS NOT COVERED:**

- vi. Covered by warranty, repairs guarantee, other service contract, or insurance policy;
- vii. of any part(s), component(s), or repair(s) described as covered by the manufacturer’s warranty for the term and meter hours of such coverage at the time of first retail sale, whether collectible or not;
- viii. caused by the imposition of abnormal conditions, directly or indirectly resulting from testing, intentional overloading or Experiments.
- ix. directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- x. where it is determined that for more than one (1) month or two hundred (200) hours that the service meter has been inaccurate, inoperative, or altered so that the EQUIPMENT’S true usage cannot be verified;
- xi. that is a direct result of mechanical or structural defect when the manufacturer has announced a public recall for the purpose of correcting such defects;
- xii. due to continued operation and failure to protect the EQUIPMENT from further damage caused by lack of necessary coolants or lubricants;
- xiii. of a covered part which is damaged by fuel or lubricant Contamination or rust;
- xiv. that occurs prior to this WARRANTY’S ISSUE DATE/EFFECTIVE DATE, whichever is earlier, or after this WARRANTY’S expiration;
- xv. occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  - b. The act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jour or de facto or to the influence of it by terrorism or violence.
  - c. Riot, strike, lock-out, civil commotion, confiscation, commandeering or requisition by order of any lawfully constituted authority.
- xvi. directly or indirectly caused by contributed to by or arising from:
  - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- xvii. caused by any operation in which a load is shared between any item of machine classed as lifting equipment (whether covered hereunder or not) unless otherwise agreed in writing by the ADMINISTRATOR.
- 18. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from MECHANICAL BREAKDOWN or FAILURE, including: loss of use of any EQUIPMENT or consequential loss of any nature whatsoever, penalties for delay or detention, or in connection with guarantees of performance or efficiency.
- 19. Storage and freight charges.
- 20. Repairs to any non-covered part, ground engaging tools, normal wear items, and maintenance items such as refractory linings, chains, belts, batteries, tires, connecting wire and cables, flexible pipe joining, and all other parts not made of metal filters, cooling media, lubricants, catalysts, chemicals or other

operating media or materials, paint, wiper blades, bulbs, seat and cushion, engine tune up supply items such as brake clean, silicone gasket material or welding rods, door latches, handles or hinges, seat belt, grab rails, horn, operating lights, back up alarm, ac filters, water filters, air filters, bed liner, teeth on shank assembly door, window, mirror, mirror bracket, weather stripping, switches, etc.

THE WARRANTY IS THE ONLY OBLIGATION OF THOMAS OR A THOMAS DEALER TO THE PURCHASER OR ANYONE ELSE CONCERNING A PRODUCT, ITS SERVICE, ITS USE OR PERFORMANCE OR ITS LOSS OF USE OR FAILURE TO PERFORM.

NEITHER THOMAS NOR A THOMAS DEALER HAVE MADE AND NEITHER WILL MAKE ANY OTHER EXPRESSED OR IMPLIED REPRESENTATION, WARRANTY OR AGREEMENT CONCERNING A PRODUCT. NEITHER THOMAS NOR A THOMAS DEALER HAVE MADE OR WILL MAKE ANY REPRESENTATION, WARRANTY OR AGREEMENT CONCERNING A PRODUCT’S MERCHANTABILITY OR OTHER QUALITY, IT’S SUITABILITY FOR PURCHASERS PURPOSE (EVEN IFA PURCHASER HAS INFORMED THOMAS OR A THOMAS DEALER OF THAT PURPOSE), ITS DURABILITY, PERFORMANCE OR OTHER CONDITION.

EVEN IF THOMAS OR A THOMAS DEALER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER THOMAS NOR A THOMAS DEALER WILL BE LIABLE TO PURCHASER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE, ECONOMIC, COMMERCIAL, OR SPECIAL LOSS WHICH IS IN ANYWAY ASSOCIATED WITH A PRODUCT. THIS INCLUDES ANY LOSS OF USE OR NON-PERFORMANCE OF A PRODUCT, ANY REPLACEMENT RENTAL OR ACQUISITION COST, ANY LOSS OF REVENUE OR PROFITS, ANY FAILURE TO REALIZE EXPECTED SAVINGS, ANY INTEREST COSTS, ANY IMPAIRMENT OF OTHER GOODS, ANY INCONVENIENCE OR ANY LIABILITY OF PURCHASER TO ANY OTHER PERSON.

PURCHASER MAY NOT ATTEMPT TO ENLARGE ITS RIGHTS UNDER THE WARRANTY BY MAKING A CLAIM FOR INDEMNITY, FOR BREACH OF CONTRACT, FOR BREACH OF COLLATERAL WARRANTY, FOR A TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY) OR BY CLAIMING ANY OTHER CAUSE OF ACTION.

THE WARRANTY IS A CONDITION OF SALE OF THE PRODUCT TO PURCHASER AND WILL THEREFORE APPLY EVEN IF PURCHASER ALLEGES THAT THERE IS A TOTAL FAILURE OF THE PRODUCT.

**YOU’RE RESPONSIBILITIES AS MACHINE OWNER**

You are responsible for ensuring the product(s) are properly operated and maintained as per owner/operators manual. Complete documentation of pre-delivery inspection, owner’s registration and 50hr service. See Owner/Operators manual for details.

**WHAT YOU MUST DO TO OBTAIN WARRANTY**

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Thomas Dealer at your expense. The names and addresses of Authorized Thomas Dealers may be listed in the telephone directories, web site or may be obtained by contacting us at the address above.

**TRANSFERABILITY OF WARRANTY**

The remainder of this warranty period may be assigned to subsequent purchasers upon written notice to Thomas Equipment and payment of the applicable fee.

SIGNATURE: \_\_\_\_\_  
OWNER

DATE: \_\_\_\_\_