



WARRANTY

US Hammer, Inc. ("US Hammer") warrants to the original purchaser, purchasing the Gasoline Powered Equipment (the "Equipment") in new condition, in original packaging from an authorized dealer that its Equipment will be free from defects in workmanship and materials (the "Limited Warranty"). The Limited Warranty shall survive for twelve (12) months from the date of purchase with regard to all components of the Equipment, excluding the engine used in the Equipment and its components, for which US Hammer provides no warranty and for which the warranty provided by the engine manufacturer shall be the sole warranty applicable thereto. This Limited Warranty may not be transferred from the original purchaser.

For Warranty Claims contact your local Registered and Warranty Authorized US Hammer Servicing Dealer ("Dealer") for servicing. US Hammer's Dealers are listed on its website. Alternatively, you may contact US Hammer via its website or at the address listed below for Dealer information. Proof of purchase date and serial number is required to obtain Warranty service. US Hammer's obligation under this Limited Warranty is expressly limited to the repair or replacement, at US Hammer's election, of such defective Equipment, which is proved to be defective upon inspection by a Dealer. US Hammer will provide replacement parts, or if necessary, a replacement Equipment unit, and pursuant to its written agreement with Dealer, will pay for labor costs of such Dealer.

This Limited Warranty does not extend to, and is void for, Equipment which: (a) has not been stored, handled, and operated in strict compliance with US Hammer's instructions; (b) has not been maintained and repaired in accordance with US Hammer's instructions, using supplies, parts, and attachments sold or approved by US Hammer, or by authorized persons; (c) has been used other than as intended in accordance with US Hammer's operating instructions; or (d) is experiencing only normal deterioration arising from ordinary wear and tear that may occur under normal operations over time. This Limited Warranty does not cover any repair or adjustments required to any Equipment if such repair or adjustment is required either due to services or repair not approved by, or because of the use of supplies, parts, or attachments not sold or approved by, US Hammer.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS AND "WITH ALL FAULTS," US HAMMER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND COMPATIBILITY; AND THERE ARE NO WARRANTIES AS TO THE SPECIFIC LEVEL OF PERFORMANCE OF THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL US HAMMER BE LIABLE FOR ANY LOSS OF BUSINESS, REVENUES, OR PROFIT OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF ANY DEFECTS IN OR PERFORMANCE OF THE GASOLINE POWERED BREAKER, HOWSOEVER CAUSED. IN ANY CASE WHERE AN IMPLIED WARRANTY CANNOT BE DISCLAIMED BY LAW OR IS OTHERWISE FOUND TO HAVE BEEN MADE, THE EXPIRATION OF SUCH IMPLIED WARRANTY SHALL OCCUR SIMULTANEOUSLY WITH THE EXPIRATION OF THE EXPRESS LIMITED WARRANTY GRANTED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.