

1 Year Frame & Component Warranty Policy

A. GENERAL PROVISIONS – The warranties described below are provided by Dougherty Forestry Manufacturing (“DFM”) to the original purchasers of new Tree Clearing Equipment from DFM or authorized DFM dealers. *Warranty begins on the date of product delivery to the original purchaser. Rental coverage begins (90 days) upon date of initial rental.* Under these warranties, DFM 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 by a dealer or service center authorized by DFM to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by DFM. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer’s or service center’s place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below.

All claims for this warranty policy must be accompanied by a copy of the original sales receipt and must be made to Dougherty Forestry manufacturing in writing within eight (8) days after the occurrence. Any claim after the eight (8) days will automatically invalidate the warranty claim.

FRAME & COMPONENTS COVERAGE: Dougherty Forestry Manufacturing offers a twelve (12) month warranty from date of purchase by the original purchaser. Components may also be warranted by their original manufacturers which may vary from this warranty.

Coverage has the following exclusions: The original purchaser is responsible for and must bear the cost of: Normal maintenance of the machine such as greasing, minor adjustments, etc. Transportation of defective part(s) to and from Dougherty Forestry Manufacturing or such place where warranty work is being performed. This warranty does not cover any damage to the machine the DFM product is attached to nor subjected to falling trees or limbs, flying debris, hydraulic component damage.

B. Warranty Coverage: All metal housing, fabrication, and components of any new DFM product against manufactured defects and workmanship.

C. Non-Warranty Coverage: DFM is not responsible for the following: (1) Used Products: (2) Any product that has been altered or modified in ways not approved by DFM (3) Depreciation or damage caused by normal wear and tear, lack of reasonable and proper maintenance, failure to follow operating instructions, damage due to improper use, abuse or neglect or conditions caused by abuse or neglect, misuse, lack of proper protection during storage, or accident (4) Normal maintenance parts and service. **This warranty does not cover normal wear items. Such items would include, but not be limited to: blades, carbide inserts, backing blocks, bolts in wear areas, bearings or seals.**

D. SECURING WARRANTY SERVICE – To secure warranty service, the purchaser must (1) Report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) Present evidence of the warranty start date, and (3) Make the product available to the dealer or service center within a reasonable period of time.

G. Limitation of implied warranties and other remedies: DFM’s Tree Clearing Equipment, to the extent permitted by law, neither DFM nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of DFM’s Tree Clearing Equipment covered by this warranty. Implied warranties or merchantability and fitness for a particular purpose, to the extent applicable, shall be limited in duration to the applicable period of warranty set forth on this page. The purchaser’s only remedies in connection with the breach or performance of any warranty on the DFM Tree Clearing Equipment are those set forth on this page. In no event will the dealer, DFM, or any company affiliated with DFM be liable for incidental or consequential damages. (Note: some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

H. No Dealer Warranty: The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of DFM, or to modify the terms or limitations of this warranty in any way.