

Spreader Warranty

50 Gordon Drive, Rockland, Maine 04841-2139 • www.fisherplows.com

LIMITED WARRANTY **TO CONSUMERS**

COVERAGE

Fisher Engineering, a subsidiary of Douglas Dynamics, L.L.C. warrants to each purchaser of a FISHER® spreader for personal, family or household use that the spreader will, for a period of two (2) years after original purchase, be free from defects in material and workmanship. Fisher Engineering warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Fisher Engineering does not authorize any party, including its authorized distributors or dealers, to offer any other warranty on behalf of Fisher Engineering. Upon expiration of the warranty periods, Fisher Engineering will have no further liability related to the spreader, except with respect to warranty claims arising during the warranty periods.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OR MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the above limitation 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.

WHAT IS NOT COVERED

This warranty shall not apply to finish, engine or any parts not furnished by Fisher Engineering or any damage caused by such parts, nor does it cover any spreader subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except Fisher Engineering. Engine manual has separate engine warranty.

Further, attachment of a FISHER spreader to a vehicle, including any necessary modification of the spreader and/or the vehicle, is entirely at the purchaser's risk and expense and compliance with applicable motor vehicle regulations is the responsibility of the installer. Fisher Engineering will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a FISHER spreader.

REMEDY FOR DEFECTIVE SPREADER

Upon receipt by Fisher Engineering or an authorized distributor or dealer of any defective spreader covered by this warranty, Fisher Engineering will, at its option, repair or replace the defective spreader at its expense including labor costs at its standard rate incurred while repairing said spreader, provided that the purchaser of that spreader has followed the procedure for obtaining warranty performance set forth below. The spreader so repaired or supplied as a replacement will be shipped to the purchaser of the defective spreader, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SPREADER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW. ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FISHER ENGINEERING WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SPREADER, WHETHER BASED ON FISHER ENGINEERING'S BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a spreader arising during the warranty period becomes known, the purchaser of the spreader must notify an authorized distributor or dealer of the claimed defect, in writing, and provide proof of original purchase. If the authorized distributor or dealer requests, the purchaser must return the spreader, with all transportation charges prepaid, to the authorized distributor or dealer. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

The following is a registered (®) trademark of Douglas Dynamics, L.L.C.: FISHER®.



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FISHER[®] SPREADER **COMMERCIAL WARRANTY**

Fisher Engineering warrants to each purchaser of a FISHER® spreader for other than personal, family or household use that the spreader will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Fisher Engineering warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty periods any part thereof is proved to Fisher Engineering's satisfaction to be defective, such part shall be repaired by Fisher Engineering or its authorized distributor or dealer or, at Fisher Engineering's option, replaced f.o.b. Fisher Engineering's factory without charge, including labor costs at its standard rate incurred while repairing said spreader. Fisher Engineering's obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Fisher Engineering receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Fisher Engineering's option, the return of the allegedly defective part to Fisher Engineering f.o.b. its factory or to its authorized distributor or dealer.

This warranty shall not apply to finish, engine or any parts not furnished by Fisher Engineering or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Fisher Engineering so as, in Fisher Engineering's judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Engine manual has separate engine warranty. Fisher Engineering will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a FISHER spreader.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

FISHER ENGINEERING'S LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. FISHER ENGINEERING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of a FISHER spreader to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Fisher Engineering does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of a FISHER spreader. Although FISHER spreaders are designed to fit specific vehicle models, Fisher Engineering does not assume any liability for the cost of modification of the spreader or the vehicle required to attach the spreader.

This warranty is not offered to purchasers of FISHER spreaders for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.

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