



## **LIMITED WARRANTY**

Subject to the terms and conditions set forth in this Limited Warranty (this “Warranty”), this Warranty covers all new products identified in the chart included in the Addendum attached to this Warranty (the “Addendum”) that are manufactured and sold by Paladin Attachments, including parts thereof (such products and parts collectively defined as “Covered Products”) that are defective in material and/or workmanship during the applicable warranty period (as specified in the chart below). This Warranty does not cover any merchandise or components of a Covered Product that, in the opinion of Paladin Attachments (“Paladin”), have been subject to misuse, modifications or alterations not specifically authorized by Paladin, or any damage due to an accident or any repair to the Covered Product that has not been made with parts obtained from Paladin.

The terms and conditions of this Warranty shall include all of the terms and conditions set forth in this Warranty, including, without limitation, the “Dealer Responsibilities” and “Owner Responsibilities” set forth below, the Addendum attached to this Warranty, and adherence to the instructions set forth in the operator’s manual for the Covered Product.

Subject to the terms and conditions set forth in this Warranty, in the event of an occurrence of a defect in material and/or workmanship in a Covered Product during the applicable warranty period (each such occurrence, a “Warranty Event”), such Covered Product (or part thereof) will be repaired or replaced at Paladin’s option. Upon Paladin’s request, the defective Covered Product (or part thereof) shall be returned PRE-PAID to Paladin for inspection at the location specified by Paladin. Any claim of a Warranty Event (a “Warranty Claim”) must be submitted in accordance with the procedures set forth in this Warranty—otherwise, the Warranty Claim will be denied by Paladin.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**

**PALADIN’S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES INCURRED AS A RESULT OF ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR COVERED PRODUCT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF PALADIN, THE REPAIR OR REPLACEMENT OF THE COVERED PRODUCT.**

## **LIMITATION OF LIABILITY**

The liability of Paladin for any and all losses and damages incurred as a result of a Warranty Event or any other cause whatsoever, including the negligence of Paladin, irrespective of whether a defect is or was discoverable or latent, shall in no event exceed the purchase price of the Covered Product with respect to which such losses or damages are claimed. Under no circumstances will Paladin be liable to any person or entity for any loss arising out of or caused by delay in delivery. Any remedy for the breach of any obligation arising from or relating to the sale of the Covered Products or arising out of the purchase or sale of the Covered Products,

whether derived from warranty or otherwise, shall be limited to the remedies expressly specified in this Warranty. ANY LIABILITY FOR ANY OTHER DAMAGE OR LOSS, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SALES, LOSS OF FUEL OR OTHER PRODUCTS, LOSS OF USE OF EQUIPMENT, COSTS OF BUSINESS INTERRUPTION OR DOWN TIME, LOSS OF BUSINESS OPPORTUNITY, CAPITAL COSTS, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICE, COSTS OF ENVIRONMENTAL REMEDIATION, DIMINUTION IN PROPERTY VALUE, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY TYPE OR NATURE, IS HEREBY DISCLAIMED AND EXCLUDED.

## **WARRANTY CLAIM PROCEDURES**

To be eligible to submit a Warranty Claim for any products, parts or labor, the Warranty Registration for the Covered Product must be completed and returned to Paladin. **Note: The Warranty Registration is issued with each new Covered Product and can also be found on Paladin's website ([www.paladinattachments.com](http://www.paladinattachments.com)).** Any questions or requests for assistance in completing the Warranty Registration must be directed to Paladin's Technical Service Department.

To be eligible for reimbursement for any products, parts or labor, a completed Warranty Claim must be submitted in accordance with each of the following procedures—otherwise, the Warranty Claim will be denied: Warranty Claim forms may be obtained from Paladin's website or by contacting Paladin's Technical Service Department.

The Warranty Claim must be submitted by the dealer within 30 days from date of repair upon receipt of replacement components.

Before any repairs are made to a Covered Product, the dealer must obtain a Warranty Authorization Number from Paladin's Technical Service Department.

Warranty Claims must contain the following information:

- Covered Product serial number.
- Model and description of the Covered Product.
- Machine serial number.
- Description of the machine.
- Date Warranty Claim is prepared.
- Covered Product in service date.
- Date of failure.
- Hours of use on the Covered Product (often the same as machine hour meter).
- Dealer claim number.
- An accurate accounting of the failure or non-conformance. Photographs are helpful in investigating the failure and help expedite your claim.
- Documentation to support the Warranty Claim.
- A listing of parts used in the repair (please note that parts not purchased from Paladin are not covered by this Warranty).
- Date of repair and name of Paladin Technical Support personnel who authorized the repair.

Any Warranty Claims approved by Paladin may be reversed by Paladin at any time in the event Paladin discovers that any terms or conditions of this Warranty were not properly applied.

## **MATERIAL AND LABOR REIMBURSEMENT**

To be eligible for reimbursement for any products, parts or labor under this Warranty, dealers shall adhere to all of the following terms and conditions.

### **MATERIAL REIMBURSEMENT**

Service parts will only be reimbursed at dealer net cost. A copy of the parts invoice must accompany the Warranty Claim if parts are purchased for repairs. Reimbursement for parts used in warranty repair will be made only when the parts are purchased from Paladin. Parts must be repaired by authorized dealers with a Warranty Authorization Number to be eligible for reimbursement under this Warranty. Warranty Claims submitted without a Warranty Authorization Number or repaired by anyone other than an authorized dealer will be denied.

Replacement parts for Covered Products must be ordered by the customer through a customer-issued purchase order. Such replacement parts will be sent to the dealer under a “no charge” invoice. Covered Products that are whole attachments or other serial numbered items must be ordered by the dealer and will be sent and invoiced to the dealer and reimbursed subject to the terms and conditions of this Warranty.

New, remanufactured or Paladin-approved replacement parts may be used, at Paladin’s option, to repair a Covered Product. Reimbursement under this Warranty will not be allowed for assemblies or groups if it is practical to make the repair with individual parts. In some cases, the assembly or group price may be less than the total of the parts and labor required to complete the repair. In those cases, an assembly or group may be used if prior approval is granted by Paladin’s Technical Service Department.

### **LABOR REIMBURSEMENT**

All labor for performing repairs must be completed within the later of 30 days of the date of the Warranty Event. Any extension of this 30-day requirement must be authorized in writing by Paladin’s Technical Service Department.

The Repair Time Allowance Table located at the back of the operator’s manual for the Covered Product must be used for all repairs. Labor will be reimbursed at a rate up to, but not to exceed, the following:

<b><u>Brand</u></b>	<b><u>Maximum Labor Rate</u></b>
Bradco, FFC, Harley, Kodiak, McMillen, Strike Force, Sweepster	\$65.00 per hour.
CP, CWS, JRB, Jewell	Not to exceed 70% of the dealer’s posted labor rate.

In the event that more than one warranty defect is being submitted on the same Warranty Claim, each defect must be documented to aid in receiving the proper reimbursement. For repairs not identified in the Repair Time Allowance Table, the time submitted will be adjusted based on Paladin’s relevant experience and records. Only authorized dealers are eligible to

receive labor reimbursement under this Warranty. If one repair leads into another, no extra time is permitted.

The dealer shall not exceed the repair times set forth in the Repair Time Allowance Table found in the operator's manual for the Covered Product. In the event the repair is not identified in the Repair Time Allowance Table, prior written approval from Paladin's Technical Service Department must be obtained before performing any repairs on the Covered Product.

The most economical repair must be performed unless otherwise directed in writing by Paladin's Technical Service Department. The cost to repair a Covered Product shall not exceed the cost of the Covered Product.

## **FREIGHT REIMBURSEMENT**

Freight charges for regular ground shipment will be reimbursed by Paladin at surface delivery rates on approved Warranty Claims. Any other freight charges, including freight charges for next day or other special freight service, will not be reimbursed by Paladin and are not covered by this Warranty. Freight charges for parts ordered in connection with an approved Warranty Claim and shipped with other dealer parts, whether stock or otherwise, will not be reimbursed by Paladin.

## **RETURN MATERIAL AUTHORIZATION**

If Paladin's Technical Service Representative requests the return of Covered Products, a Return Material Authorization ("RMA") will be issued to the dealer. **Note: A Return Material Authorization is not a Warranty Claim or a Warranty Authorization Number. No Warranty Claim is approved and no reimbursement is authorized as a result of the issuance or delivery of a Return Material Authorization.** When returning the Covered Product, the number for the RMA ("RMA#") must be visible on the outside of the shipping container and on the Covered Product. If the RMA# is not visible on the outside of the shipping container, it may be refused at Paladin's receiving door and returned at sender's expense. All Return Material Authorizations will be returned **pre-paid by the sender unless pre-approved shipping information is supplied by Paladin.** All Covered Products shipped to Paladin at Paladin's request will be tagged and held for 60 days after the Warranty Claim is submitted—and after 60 days such Covered Products may be scrapped by Paladin unless prior to the end of such 60-day period the dealer requests that a Covered Products be returned to the dealer, in which case the Covered Product will be shipped back to the dealer freight collect. Failure to return a Covered Product within 30 days from the date of issuance of a Return Material Authorization will result in a denied Warranty Claim and a voided Return Material Authorization. Any attempt to return any Covered Product that is associated with a voided RMA will be refused at by Paladin's receiving door and returned to the dealer at the dealer's risk of loss and expense. Paladin is not responsible for Covered Products returned without a Return Material Authorization or the RMA#. Covered Products sent to Paladin without a Return Material Authorization or RMS# may result in the loss of Covered Products. Parts that are supplied to Paladin by other suppliers ("Third-Party Parts") and shipped to Paladin at Paladin's request with an RMA# will be shipped by Paladin to the third-party supplier for such other supplier's evaluation. Under such circumstances, Paladin's decision to approve or deny the Warranty Claim relating to such Third-Party Parts will be based the decision by such third-party supplier. Disassembly of hydraulic motors, planetaries or gearboxes will automatically void this Warranty.

## **CREDITS AND CREDIT MEMOS**

Any reimbursement approved under this Warranty is made solely by the issuance of a credit or credit memo to the dealer associated with a Warranty Claim that has been approved by Paladin's Technical Service Department. Credit memos are processed by Paladin's accounting department. Credit memos are normally be processed within 7 working days after a Warranty Claim has been approved. A credit memo will not be processed unless and until a Warranty Claim has been approved. Credits and credit memos will be issued to the submitting dealer only and will be issued as a credit to the dealership's account.

Any credit or credit memo issued by Paladin may be reversed by Paladin at any time in the event Paladin discovers that any terms or conditions of this Warranty were not properly applied.

## **DENIED CLAIMS**

Paladin will notify the dealer of a denial of a Warranty Claim in writing stating the reason(s) for the denial. To appeal a denied Warranty Claim, the dealer must submit a written appeal to Paladin's Technical Service Department within 30 days of the date set forth in the notification of denial submitted by Paladin. If the dealer has not submitted such written appeal within that 30-day period, the Warranty Claim will be considered closed. There is a limit of one appeal for each denied Warranty Claim.

## **EXCLUSION OF OTHER WARRANTIES**

This Warranty is exclusive and in lieu of any other warranty, whether written or oral, express or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose. Except for any written modifications or additional warranties signed by the Paladin Operations Manager and/or Paladin's FP&A Manager, no agents, distributors, dealers or employees of Paladin are authorized to make any modification to this Warranty or to make additional warranties that are binding on Paladin. Accordingly, statements by such persons, whether oral or written, do not constitute warranties of Paladin and must not be relied upon.

## **CERTAIN SPECIFIC ITEMS THAT ARE NOT COVERED BY THIS WARRANTY**

Only the material reimbursements and labor reimbursements specified in this Warranty are covered by this Warranty. No other items, reimbursements, costs or expenses are covered by this Warranty including, without limitation, the following:

1. Travel time, mileage, meals, and lodging, overtime premiums, labor time for phone, fax, or other consultation between dealers, sales, or service management personnel, operators, owners etc.
2. The replacement cost of hydraulic oil, fuel, lubricants, coolants, filter elements, breathers, belts, lamps, batteries, seals, diaphragms, electrical components, couplers, and other items normally replaced as part of periodic service are not considered as warrantable items and, as such, those items shall be the responsibility of the user.

3. Attachments to major components not found to be defective, such as sensors, sending units, fitting, etc., should be reused to affect repairs, thus reducing warranty costs.
4. Reimbursement for rental units while repairing our units.
5. Normal installation procedures including mounting our units, tightening bolts, fittings, hoses, and maintaining oil levels.
6. Dealer rework that is the result of faulty repair or installation, slight machine variations or minor fit up for items that are correctly manufactured but not factory installed.
7. Damage or malfunctions resulting from natural calamity, theft, accident, vandalism, abuse due to misapplication, improper site conditions, incorrect maintenance, negligence, unauthorized modifications and/or alterations.
8. Normal maintenance items such as: adjustments, oil changes, lubrications, and tightening of bolts, clamps, hoses and fittings, tune-up, or inspections.
9. Parts that engage or contact the working material (normal wearing parts such as sprockets, digging chain, bearings, teeth, tamping and demolition heads, blade cutting edges, pilot bits, auger heads and broom brushes, cutting accessories, breaker tool bits and tamping pads).
10. Tool bits will not be considered for any warranty after two months of operation from the date of delivery.
11. Tool bit failure related to prying, overheating, and misuse.
12. Hydraulic pressure & flow, heat, type of fluid any failure or performance deficiency attributable to excess hydraulic pressure, excess hydraulic back-pressure, excess hydraulic flow, excessive heat or incorrect hydraulic fluid.
13. The use of biodegradable oils or lubricants is not sanctioned and any failures when using these in mounted breaker operation.
14. Tools used in underwater applications (unless otherwise explicitly permitted in the quotation or order acknowledgment provided by Paladin for a Jewell Covered Product).
15. Hydraulic system contamination that causes, directly or indirectly, a failure of a Covered Product.
16. Exposure to natural or chemical elements, parts made of cloth, steel, synthetics, rubber, paint, chrome, polypropylene which affected by exposure to elements or chemical influence such as salt or industrial fallout.
17. Switching mounts from on prime mover to another.
18. If there are any attempts to disassemble or tamper with, or make field repairs to hydraulic motors, planetary drives, hydraulic cylinders, rotary manifolds or gearboxes.
19. Exceeding the maximum pressure setting from the factory. Alterations or modifications made without expressed written consent of Paladin.
20. Use of non-Paladin parts; parts made up or purchased by sources other than through Paladin. Engines, batteries, tires or other trade accessories, since these items are warranted separately by their respective manufacturer.
21. Any Warranty Claims that involve non-Paladin parts (which must be submitted through the original parts manufacturer—and information regarding installation of non-JRB manufactured parts will be supplied with machine paperwork for each installation).
22. Any consequential expenses, such as loss of revenue, for any reason including machine downtime etc.
23. Any failure related to the installation and/or use of an attachment not designed and/or specifically recommended by Paladin in writing.
24. Any towing or hauling charges or damages resulting in transporting a Covered Product.
25. Any damage or deterioration resulting from improper storage.
26. Any cost incurred for cannibalization or any other costs incurred as a result of extraordinary parts procurement.
27. Any equipment replacement cost due to machine downtime.

28. Any repairs to or any modifications of the prime mover while attached to a Covered Product.

## **DEALER RESPONSIBILITIES**

In addition to the other responsibilities or terms and conditions set forth in this Warranty and in any other agreement between a dealer and Paladin, dealers shall be responsible for the following:

1. Supplying qualified service for all units sold through your distribution.
2. Using best trained and experienced service personnel to do all work.
3. Using adequate tools to perform the required work in a minimum amount of time.
4. Providing adequate parts inventory to support machine population in the dealer's territory.
5. Educating all personnel in all aspects of the product lines.
6. Using only Paladin manufactured/supplied parts for all repairs.
7. In the interest of safety, replacing safety decals that are damaged as a direct result of a failure or as a direct result of repairing a failure, provided the failure in each case is covered by this Warranty.
8. Performing all required inspections, including inspecting all Covered Products received by the dealer, and providing warranty and service repairs for units sold through the dealer and reporting all failures to Paladin.
9. Mounting units on customer's designated prime mover, performing any modifications needed to attach mounting kits and hydraulic kits.
10. Adjusting rollback and dump stops so that they contact the machine as prescribed by the machine OEM and insuring the attachment clears the machine in all positions.
11. Adjusting pressure settings both on the machine and on the attachment to insure normal operation of the attachment and machine combination.
12. Pressure testing all hydraulic connections and tightening where necessary.
13. Checking and tightening all fasteners and pins locks, loose bolts, repair minor hydraulic leaks, such as loose hoses and fittings once the attachment has been tested.
14. Adhering to and following all service bulletins from manufacturers; ordering and installing replacement parts as quickly as possible.
15. Following all policies and procedures set forth in the operator's manual for the Covered Product, including performing preventative maintenance and upkeep of the Covered Product.
16. Explaining to the owner the "Owner Responsibilities" set forth in this Warranty.
17. Processing Warranty Claims for owners in accordance with the terms and conditions of this Warranty.
18. Supplying a machine oil sample to Paladin when requested by Paladin.
19. When installing Paladin mounted equipment, performing a flow test and keeping this the test results on file; and if this test is not performed and the results not kept, a Warranty Claim will be denied until a Paladin Technical Service Representative (at the cost of the dealer or end user) performs this test and approves the condition of the Covered Product.
20. Properly packaging and sealing all valves to prevent contaminants from entering the valve during shipment of the Covered Product. Improperly packaged or unsealed valves will result in a denial of coverage under this Warranty.

## **OWNER RESPONSIBILITIES**

In addition to the other responsibilities or terms and conditions set forth in this Warranty and in any other agreement between or among the dealer, Paladin and/or the owner of the Covered Product, owners shall be responsible for the following:

1. Following or performing the required or recommended preventive maintenance and following the safety procedures and guidelines with respect to the use and maintenance of the Covered Product as described in the operators' manual, including lubricating the machine as specified in the operator's manual.
2. Keeping all bolts torqued to specifications, and inspecting all bolts, fittings, and hoses daily.
3. Keeping all safety equipment installed and in working condition.
4. Keeping all filters clean.
5. Repairing all minor hydraulic leaks such as, loose hoses and fittings.
6. Replacing any decals that may be damaged or illegible. (Safety decals can be ordered through Paladin's Customer Service Department at no cost).
7. Using only qualified operators who have read and thoroughly understand the operator's manual.
8. Returning Covered Products to the dealer for warranty work, follow up inspections and service bulletin updates.
9. Adhering to the terms and conditions of this Warranty, including returning a Covered Product to the dealer for warranty work within 30 days from the date of any failure of the Covered Product.
10. Adhering to the service bulletin updates and requirements.
11. Reporting all accidents to Paladin (see phone numbers and addresses listed at the end of this Warranty).
12. Operating the Covered Product in accordance with the applicable design specifications.

## **SEVERABILITY OF PROVISIONS**

If any provision or part of a provision of this Warranty shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Warranty, all of which shall remain in full force and effect.

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# Addendum

## Warranty Period and Covered Products

WARRANTY PERIOD	COVERED PRODUCTS	
	BRAND	PRODUCT
TWO YEARS	STRIKE FORCE	HYDRAULIC TOOLS (BREAKERS, PLATE COMPACTORS & WHEEL COMPACTORS)
ONE YEAR	JRB	WHEEL LOADER COUPLERS (JRB E SERIES, 416, 418, 420, 422 & ISO SERIES)
	BRADCO:	BACKHOES, TRENCHERS, DOZER BLADES, PALLET FORKS, GRAPPLE BUCKETS, 4-IN-1 BUCKETS, DIRT BUCKETS, TREE SPADES, POST DRIVERS, STUMP GRINDERS, MULCHERS, COLD PLANERS, BRUSH CUTTERS, FLAIL MOWERS, TREE SHEARS, JAWZ GRABBING TOOL, QUICK PIK MULTI-PURPOSE GRAPPLE, VIBRATORY ROLLER, VIBRATORY PLOW, ROCK SAWS, SILAGE DEFACER, MINI SKID STEER PRODUCTS
	CP	ALL PRODUCTS
	CUSTOM WORKS	ALL PRODUCTS (OTHER THAN JRB CUSTOM WORKS)
	CWS	ALL PRODUCTS
	FFC	ALL PRODUCTS
	HARLEY	ALL PRODUCTS
	KODIAK	ALL PRODUCTS
	MCMILLEN	ALL PRODUCTS
	SWEEPSTER	ALL PRODUCTS
	JEWELL	ALL PRODUCTS (EXCLUDES BASE MACHINE CONVERSION)
90 DAYS	JRB	CUSTOM WORKS & HITCH LATCH KITS
	BRADCO	REAR STABILIZER KITS
	JRB	HITCH LATCH KITS
	PALADIN	NEW REPLACEMENT PARTS

**NOTE:**

JRB couplers and JRB adapters are manufactured to interface only with JRB attachments, OEM attachments and JRB female adaptors (ribs)—and the use of a JRB coupler or a JRB adapter with any other attachments (including non-standard attachments, OEM attachments or JRB female adaptors (ribs)) is not covered by, and will void, this Warranty.

JRB hydraulic kits and couplers are designed and tested to be used together. The use of a non-JRB coupler with a JRB kit or the use of a non-JRB kit with a JRB coupler is not covered by, and will void, this Warranty.

## Paladin Attachments

Headquarters:  Paladin Attachments 2800 North Zeeb Road Dexter, Michigan 48130 Telephone 734-996-9116 Toll Free 800-456-7100 Fax Number 734-996-9014	  Paladin Attachments 503 Gay Street Delhi, Iowa 52223 Telephone 734-996-9116 Toll Free 800-456-7100 Fax Number 734-996-9014
Paladin Attachments CWS – Surrey19490 – 92 <sup>nd</sup> Avenue Surrey, BC, Canada V4N-4G7 Telephone: 604-888-9008 Toll Free: 800-661-9008 Fax: 604-888-9006	Paladin Attachments 820 Glaser Parkway Akron, Ohio 44306 Telephone 330-734-3000 Toll Free: 800-428-2538 Fax 330-734-3018
Paladin Attachments Jewell 18135 SW Boones Ferry Road Portland, Oregon 97224 Telephone: 503-352-8200 Fax: 503-352-8201	Paladin Attachments 8822 Apison Pike Ooltewah, Tennessee 37363 Telephone: 423-396-9330 Fax: 800-428-2538 Fax: 423-396-3317