

# WARRANTY STATEMENT

## 3-DIMENSIONAL MOWING SOLUTIONS (3DMS) LLC – LIMITED WARRANTY FOR SUSPENDED HOVER MOWER (SHM) (Patent Pending)

### LIMITED WARRANTY

The limited warranty set forth herein is given by 3DMS LLC to the *Initial Purchaser* (as defined herein) with respect to new SHM branded mower ("Mower"). This limited warranty does not cover Emission Control Systems and is not a Federal Emission Control Warranty Statement as defined by United States (U.S.) federal law. Please refer to the Federal Emission Control Warranty Statement in the operator's manual for warranties covering Emission control Systems.

### SCOPE OF THE LIMITED WARRANTY

3DMS LLC offers a limited warranty to the *Initial Purchaser* for the SHM subject to the Exclusions defined herein, during the Warranty Period (defined herein). The *Initial Purchaser* is the first person to purchase the mower from 3DMS LLC. Except as otherwise set forth herein, the limited warranty period for the:

- New Mower framework and mower deck purchased by the *Initial Purchaser* is one year from the original date of purchase as shown on the original sales receipt for the Mower or on the date of delivery of the product, whichever is later ("Warranty Period").
- Wheel rims, rollers, chains, and the hydraulic motor and cylinder, are covered for a period of three (3) months for manufacturing defects.
- The engine on the SHM is a product of *Briggs & Stratton* and considered commercial use. Warranty terms on the engine is three (3) months.

### DEFECTS IN WORKMANSHIP OR MATERIALS

Subject to the "Exclusions", the Mower is warranted to be free from manufacturing defects in either workmanship or materials for the Warranty Period. During the Warranty Period, 3DMS LLC will, at its option, either repair or replace any original part that is covered by this limited warranty and is determined to be defective in workmanship or material.

### TO QUALIFY FOR THIS LIMITED WARRANTY THE MOWER:

1. Must be purchased from an authorized dealer of 3DMS LLC.
2. Must have been purchased within the U.S. by an *Initial Purchaser*.
3. Must have been used in a manner consistent with the normal and proper intended use.

### WHO CAN PERFORM REPAIRS UNDER THIS WARRANTY?

To qualify for the limited warranty as set forth herein, the repairs made under warranty must be performed by 3DMS LLC.

### HOW TO GET SERVICE UNDER THIS LIMITED WARRANTY:

To locate an authorized warranty service provider, contact your authorized Retailer or contact 3DMS LLC customer service @ <https://www.3DMowing.com>. 4199 CR 507, Brazoria, TX 77422. **A COPY OF YOUR SALES RECEIPT IS REQUIRED FOR WARRANTY SERVICE.**

### WHAT THIS LIMITED WARRANTY DOES NOT COVER:

This limited warranty does not cover the following (the "Exclusions"):

- Mower purchased outside of the U.S.
- Damage due to lack of maintenance and/or improper maintenance as described in the operator's manual.
- Normal wear and tear resulting from use of the Mower.
- Use of the Mower that is not consistent with the intended use thereof as described in the operating instructions, including, but not limited to, abuse, misuse and/or neglect of the Mower or any use inconsistent with and/or non-compliant with instructions contained in the Operator's Manual.
- Any expendable, consumable, or routine maintenance item which needs replacement or service as part of normal maintenance, unless such items have defects that cause failure or premature wear within the first thirty (30) days. Where applicable, normal wear items include but are not limited to, blades, tires, belts, filters, fuses, hoses, grass bags, and other consumable items.
- Any Mower that has been altered or modified in a manner not consistent with the original design of the product or in an unapproved manner.

### THIS WARRANTY DOES NOT COVER AND 3DMS LLC DISCLAIMS ANY RESPONSIBILITY FOR:

1. Loss of time or loss of use of the Mower.
2. Transportation costs and other expenses incurred in connection with the transport of the Mower to and from the authorized service provider.
3. Any loss or damage to other equipment or personal items.
4. Damage resulting from the installation or use of any accessory or non-OEM (original equipment manufacturer) part for use with the Mower.

### LIMITATIONS:

1. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY APPLIES AFTER THE APPLICABLE WARRANTY PERIOD AS SET FORTH ABOVE AS TO THE PARTS AS IDENTIFIED. NO OTHER EXPRESS WARRANTY OR GUARANTEE, WHETHER WRITTEN OR ORAL, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER OR RETAILER, WITH RESPECT TO ANY PRODUCT SHALL BIND 3DMS LLC. DURING THE WARRANTY PERIOD, THE EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, AS SET FORTH ABOVE. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.)
2. THE PROVISIONS AS SET FORTH HEREIN PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE. 3DMS LLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, FOR TRANSPORTATION OR FOR RELATED EXPENSES, OR FOR RENTAL EXPENSES TO TEMPORARILY REPLACE A WARRANTED PRODUCT. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.)

3. IN NO EVENT SHALL RECOVERY OF ANY KIND BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT SOLD. ALTERATION OF THE SAFETY FEATURES OF THE PRODUCT SHALL VOID THIS LIMITED WARRANTY. YOU ASSUME THE RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU AND YOUR PROPERTY AND/OR TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE OR MISUSE OR INABILITY TO USE THE PRODUCT.