

Retriever™ TH Limited Warranty

Bestway, Inc. (“Bestway”) warrants each new Retriever™ TH product to be free from defects in manufactured components and workmanship. This warranty is applicable for a period of twelve (12) consecutive months from date of delivery and/or pick up of the new Retriever™ TH product to the original purchaser.

Purchased components installed by Bestway, Inc. (*12V hydraulic pump, electronic controller, counter balance valve, cylinder, hydraulic hoses, fittings, etc.*) shall be warranted by their respective manufacturer for a period of twelve (12) consecutive months from date of delivery and/or pick up of the new Retriever™ TH product to the original purchaser.

A completed and signed Retriever™ TH Owner Registration Form from the original purchaser must have been received at time of purchase by Bestway, Inc. – Hiawatha, Kansas to activate warranty coverage. Failure to do so may void any and all Retriever™ TH product warranty.

The above warranties DO NOT cover:

- ❖ system fluid disposal or replacement, product transport, telephone, travel expenses, cleaning cost, or chemical disposal or replacement;
- ❖ failures contributed to not conducting preventative maintenance on product;
- ❖ paint or paint related cosmetic issues and/or decals other than safety decals;
- ❖ tires and wheels on power unit due to irregular wear, deflation, maintenance or overload

The above warranties DO NOT apply under the following conditions:

- ❖ when product is used for purposes for which it was not originally designed or intended;
- ❖ when product is under abnormal operating conditions or use exceeds product parameters;
- ❖ when the dealer or user fails to follow Bestway, Inc. operational instructions

Genuine Retriever™ TH replacement parts and components shall be warranted for a period of ninety (90) days from date of purchase, or the remainder of the original equipment warranty period, whichever is longer.

Under no circumstances will Bestway, Inc. warrant any merchandise or components thereof, which, in the opinion of Bestway, Inc., has been subjected to misuse, unauthorized modification or alteration, involved in an accident, striking on obstruction (whether ground or object), or if repairs have been made with parts other than those obtainable through Bestway, Inc.

Bestway, Inc. obligation under this warranty shall be limited to repairing or replacing, free of charge to the original purchaser, any part that, in Bestway, Inc. judgment, shall show evidence of such defect, provided further that such part shall be

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returned within thirty (30) days from date of failure to Bestway, Inc. – Hiawatha, Kansas through an authorized agent from whom the product was purchased. All transportation charges must be prepaid. Limited labor coverage, less labor paid for diagnosis, extends to any repair made under normal warranty coverage by authorized persons set forth by Bestway, Inc. Unauthorized repair without Bestway, Inc. knowledge may void warranty coverage.

This warranty shall not be interpreted to render Bestway, Inc. liable for injury or damages of any kind or nature to person or property. This warranty does not extend to any loss of labor, substitute machinery, rental equipment, damage to equipment being loaded or transported, or for any other reason not covered under the above warranties.

Except as set forth, **Bestway, Inc. shall have no obligation or liability of any kind on account of its equipment and shall not be liable for special or consequential damages. Bestway, Inc. makes no other warranty, expressed or implied, and, specifically, Bestway, Inc. disclaims any implied warranty or merchantability or fitness for a particular purpose. Some states or providences do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.**

This warranty is subject to any existing conditions of supply, which may directly affect Bestway, Inc. ability to obtain materials or manufacture replacement parts.

Bestway, Inc. reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

No one is authorized to alter, modify or enlarge this warranty nor the exclusions, limitations and reservations.