

Limited Warranty

Arden Equipment Inc. (hereinafter referred to as Arden) warrants all Arden attachment tools and parts (each, a Product), sold by authorized Arden or dealer (Arden Dealer) per the terms of this limited warranty.

Arden will repair or replace, free of charge, any Product that, in Arden's reasonable judgment, has failed as a result of manufacturing defects in material and workmanship under normal use and maintenance (the Limited Warranty) for a period of twelve (12) months (the Warranty Period). The Warranty Period begins on the date of the invoice issued by the Arden Dealer. Any claim made under the terms and conditions of this limited warranty must be made during the Warranty Period. The Warranty Period is not extended by any repair or replacement to the Products or any of its parts unless a separate warranty form is provided at the time of replacement.

Upon receipt of a warranty claim during the Warranty Period, Arden reserves the right to inspect or have the Arden Dealer inspect the Product and determine the best course of action to remedy the claim. If Arden determines that the claim falls under the conditions of this Limited Warranty, Arden will decide to either repair or replace the Product or any of its parts. Repair or replacement are the sole and exclusive remedies for any claim made with respect to the Products.

This Limited Warranty is only valid for Products sold by an authorized Arden Dealer. Arden does not authorize any Arden Dealer or any other person to provide any other warranty or create any liability for Arden in connection with the Products.

Exclusions from Warranty

1. Products that were not sold by an authorized Arden Dealer;
2. Products purchased or used outside of the U.S.A. and Canada;
3. Products that require commissioning and were not commissioned by an Arden Dealer, unless an Arden Dealer has acknowledged the adequate commissioning in the warranty card;
4. Normal maintenance service or replacement of disposable items used in connection with normal use, wear and tear, including but not limited to tool bushings, seals, housings, buffers, membranes or hoses, seals;
5. Products that have been installed on a carrier that was not compatible with the Products;
6. Products that have been uninstalled and reinstalled, repaired, modified or subject to alterations;
7. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading; improper installation, improper maintenance, inadequate storage or where the Product was used to handle corrosive materials;
8. Deterioration or damage due to operation with an hydraulic flow or pressure or temperature in excess of the levels indicated by Arden;
9. Deterioration or damage due to insufficient lubrication or use of lubricants other than the recommended kind;
10. Deterioration of finish of the Product that was caused by chemical reactions;
11. Products that suffered a damage as a result of transportation, accident, force majeure, fire or mishandling;
12. Transportation costs, service calls and driving time to and from the customer.

OTHER THAN THE LIMITED WARRANTY PROVIDED HEREUNDER, ARDEN HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

In connection with the Products, under no circumstances, whether in contract, tort, or otherwise, shall the total liability of Arden or its affiliates, parents, or their respective directors officers, shareholders, employees or other agents exceed the amount of the proceeds received by Arden pursuant to any contract of sale or purchase order for a Product.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, TO THE FULL EXTENT AUTHORIZED BY LAW, IS IN LIEU OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL ARDEN AND ITS AFFILIATES AND ITS PARENTS BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF TIME, INTERRUPTION OF OPERATIONS, INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

Conditions of Use of Product

The customer and the users must take all necessary security measures and are responsible for the Product's safe usage by their employees and agents, and agree to hold harmless Arden from any consequences of the use by their employees and agents, notwithstanding any protection afforded to the customer or user under any worker's compensation, disability benefits or employee benefits laws or regulations.

How to Apply for Warranty Coverage

You must register your Product using the warranty card at the time of purchase and email a copy of the completed warranty card evidencing installation by an Arden Dealer to your dealer.

Arden does not receive warranty claims directly. All warranty claims must be handled by contacting your Arden Dealer and by submitting a completed warranty claim form with supporting documentation during the Warranty Period.

You must request and obtain a return material authorization (RMA) before returning any Product. If a RMA is not obtained, or the Product is returned without an RMA, the warranty will be voided. Transportation of the Product to the Arden Dealer is the customer's responsibility and is at its sole cost.