

**SNO-WAY INTERNATIONAL, INC.  
LIMITED WARRANTY**

**REVISED 4-1-09**

**P/N 97101343C**

## SNO-WAY INTERNATIONAL, INC. LIMITED WARRANTY

### TO WHOM DOES THIS LIMITED WARRANTY APPLY?

This Limited Warranty applies only to the first retail purchaser of the products that are described below (the "Buyer") in the United States and Canada.

### WHAT DOES THIS LIMITED WARRANTY COVER?

**DEFINITION OF PRODUCT.** "Product" means the Sno-Way truck plows, truck spreaders, skid steer plows and spreaders, service parts and accessories described on the attached Exhibit A, which is incorporated as part of this Limited Warranty.

**LIMITED WARRANTY FOR PRODUCTS.** Sno-Way International, Inc. ("Sno-Way") warrants to Buyer that each Product will be free from factory defects in materials and workmanship under normal use for the warranty period described on Exhibit A for such Product, measured from the date of purchase of the Product from the authorized Sno-Way retailer (the "Warranty Period").

### WHAT THIS LIMITED WARRANTY DOES NOT COVER.

This Limited Warranty is subject to the following exclusions and limitations:

1. There is **NO WARRANTY** for any item that has been
  - a) altered, or
  - b) repaired by anyone other than an authorized Sno-Way Retailer unless otherwise authorized in advance by Sno-Way in writing.
2. There is **NO WARRANTY** for any item that has been subject to misuse, misapplication, negligence, accident, damage in transit, repackaging, abuse (including improper use of vehicle to which Product is attached), abnormal usage, normal wear and tear, or damage due to environmental or natural elements.
3. **THERE IS NO WARRANTY FOR ANY ITEM THAT HAS NOT BEEN SET UP, INSTALLED, REMOVED, STORED, REPAIRED, SERVICED, OPERATED, USED AND MAINTAINED IN ACCORDANCE WITH SNO-WAY MANUALS OR OTHER WRITTEN INSTRUCTIONS AS PROVIDED BY SNO-WAY FROM TIME TO TIME.**
4. There is **NO WARRANTY** for any item that has been operated beyond Sno-Way's recommended operating parameters.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER (Continued).**

This Limited Warranty is subject to the following exclusions and limitations:

5. This Limited Warranty does not cover the polycarbonate moldboard (which is a nonstructural component) for puncture, hazing, abrasion, yellowing, scratching or chemical damage.

The polycarbonate moldboard warranty applies only to breakage.

6. There is **NO WARRANTY** for
- a) the Exclusions and Wear Items described on Exhibit A and any other normal wear items including, without limitation, paint finish, corrosion/contamination, fasteners, bushings, belts and bearings, plow shoes, plow cutting edges, blade markers/pins/clips, fasteners, controller keypad, controller contacts and nonstandard attachments, or
  - b) any damage caused by
    - i) the addition of nonstandard attachments
    - ii) failure to retighten fasteners, and/or
    - iii) use of aftermarket parts not sold by Sno-Way.
7. There is **NO WARRANTY** for problems or damage due to contact corrosion and/or any failure to apply dielectric grease as required per the manual or any written instructions by Sno-Way.
8. There is **NO WARRANTY** for damage due to abrasion of wiring harnesses or hydraulic hoses.
9. The attachment of Product to or upon a vehicle, including any necessary modification of Product or vehicle, is entirely at Buyer's risk and expense, and compliance with applicable motor vehicle rules and regulations is Buyer's sole responsibility.
10. This Limited Warranty applies only to Buyer, but Buyer may transfer Product to another approved vehicle application owned by such Buyer. (For list of approved applications, see current Sno-Way application guide, found at [www.snoway.com](http://www.snoway.com), or available upon request to authorized Sno-Way retailers).
11. Any oral or written description of Products is for the sole purpose of identifying the Products and is not an express warranty.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER (Continued).**

This Limited Warranty is subject to the following exclusions and limitations:

12. The Limited Warranty does not cover, and Sno-Way offers **NO WARRANTY** for, the engines or engine parts in V-Box Spreaders, and Sno-Way's sole obligation with respect to such engines or parts is limited to assigning or transferring to Buyer the written warranty, if any, extended to Sno-Way by the manufacturer of such engines or parts, to the extent that such warranty may be reasonably assigned or transferred. However, Sno-Way does not guarantee or represent that the manufacturer will comply with the terms of such warranty. As a courtesy, Sno-Way may direct Buyer to the nearest Briggs or Honda service center (or to one of their representatives), if a Briggs or Honda engine is involved.

**WARRANTY REGISTRATION IS REQUIRED.**

Buyer must complete the Warranty Registration Form and return the form to Sno-Way within 60 days following date of purchase by Buyer, or there will be **NO WARRANTY**. It is Buyer's responsibility to establish the original date of purchase by providing appropriate documentation (bill of sale, receipt, etc.) with the form.

**HOW TO GET WARRANTY SERVICE AND WHAT SNO-WAY WILL DO.**

To obtain service under this Limited Warranty, Buyer must promptly bring the Product or defective part (at Buyer's expense) to an authorized Sno-Way retailer (or other location designated by Sno-Way) during the applicable Warranty Period. As Sno-Way's sole obligation, and Buyer's exclusive remedy, Sno-Way or an authorized retailer will either, at Sno-Way's option, repair or replace Product or Product parts which are determined by Sno-Way to be covered by this Limited Warranty, without charge for labor and materials. To locate an authorized Sno-Way retailer, use the retailer locator on Sno-Way's website, [www.snoway.com](http://www.snoway.com).

Replacement parts for Products serviced under this Limited Warranty are warranted against material defects in materials and workmanship for the remainder of the applicable warranty period or for (1) one year from the date of installation by authorized retailers, whichever is longer. The limited warranty for replacement parts is subject to all other limitations and exclusions of this Limited Warranty.

**DISCLAIMER OF OTHER WARRANTIES – LIMITATION OF LIABILITY.**

**THE EXPRESS WARRANTIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. SNO-WAY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES. FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW; INCLUDING,**

**DISCLAIMER OF OTHER WARRANTIES – LIMITATION OF LIABILITY (Continued).**

**WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE WARRANTY PERIOD STATED ON EXHIBIT A FOR THE RELEVANT PRODUCT OR PART THEREOF.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer.

Any assistance Sno-Way provides to or procures for Buyer outside the terms, limitations or exclusions of this Limited Warranty will not constitute a waiver of the terms, limitations or exclusions of this Limited Warranty, nor will such assistance extend or revive the Limited Warranty. Sno-Way will not reimburse Buyer for any expenses incurred by Buyer in repairing or replacing any defective Products or parts, except those incurred with Sno-Way's prior written permission.

**SNO-WAY SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SNO-WAY'S ACTS OR OMISSIONS OR OTHERWISE.** No distributor, retailer, sales or technical representative or other party is authorized to modify or add to this warranty in any manner without Sno-Way's prior written permission. No distributor, retailer, sales or technical representative or other party has any authority to bind Sno-Way to any representation or warranty concerning the Products except as specifically set forth in this Limited Warranty.

**THE REMEDY OF REPAIR OR REPLACEMENT DESCRIBED IN THIS LIMITED WARRANTY SHALL CONSTITUTE THE BUYER'S SOLE AND EXCLUSIVE REMEDY.**

**IN NO EVENT SHALL SNO-WAY BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME, LOSS OF USE, LOST EQUIPMENT RENTAL REVENUES, MOBILE TECH SERVICES AND TRANSPORTATION CHARGES. SNO-WAY'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT IN BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY BUYER FOR SUCH PRODUCT.** Some jurisdictions do not allow the exclusion or limitation of incidental damages, so the above exclusion or limitation may not apply to Buyer.

**HOW DOES STATE LAW APPLY?**

This Limited Warranty gives Buyer specific legal rights and Buyer may also have other rights which vary from state to state and jurisdiction to jurisdiction.

This Limited Warranty and all claims or disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to conflict of laws principles.

**EXHIBIT A - PRODUCT WARRANTY INFORMATION**

Category	Products	Warranty Period	Inclusions	Exclusions	Wear Items = No Warranty
<b>Truck Plows</b>	Snow plows that fit on trucks or SUV's	2 Year	Blade Frames, A-Frames, Swing Frames, Vehicle Subframes and Weldments, Blade Moldboards (Steel, Polycarbonate & Stainless Steel), the SM01 Hydraulic Power System (Mfg. by Monarch Hydraulics), Hoses, Hydraulic Cylinders, Trip Springs, Wiring Harnesses and Control Modules	Bent, Torn, Twisted, Cracked or Fatigued Metal (Unless resultant from manufacturing inaccuracies)	Plow Shoes, Plow Cutting Edges, Plow Blade Guides, Spreader Belts
<b>Truck Spreaders</b>	Receiver and V-Box insert spreaders that fit on trucks or SUV's	1 Year	All Spreaders	Paint Finish, Pins, Clips, Nuts, Bolts, Fasteners, Cylinder Seal Kits, Plow Slider Links, Controller Keypads, Bushings, Spreader Bearings, V-Box Spreader Gas Engines	
<b>Skid Steer Plows and Spreaders</b>	Plows and Spreaders that fit appropriately sized construction-type machinery such as Skid Steers, Compact Skid Steers, Tractors, Compact Tractors, UTV's & Loaders	1 Year	All Skid Steer Plows and Spreaders		
<b>Service Parts</b>	Service parts that fit all products	1 Year	All Service Parts		
<b>Accessories</b>	Accessories that fit all products	1 Year	All Accessories		