



KÄSSBOHRER ALL TERRAIN VEHICLES, INC.

WARRANTY POLICY FOR ALL TOW BEHIND MODELS

KÄSSBOHRER ALL TERRAIN VEHICLES, INC. ("KATV") warrants, pursuant to this Policy, to the Buyer the products sold by it to be free from defects in materials and workmanship under normal use and service. KATV's obligations under this warranty shall be limited to the repair or exchange of any part or parts which prove defective under normal use and service, as described in this warranty.

- A. **NEW TOW BEHIND MODELS.** For new BeachTech tow behind models, the warranty period shall be for one (1) year from the date of delivery or within the first eight hundred hours (800) hours of use, whichever occurs first.

KATV's obligation shall be limited to those parts which its examination shall determine to be defective. Buyer shall notify KATV, by registered or certified mail, return receipt requested, of any defective part within thirty (30) days of Buyer's discovery, but not later than the expiration of the warranty period. KATV will make no allowances for repair or replacement made by Buyer without KATV's prior written consent. Upon notice from Buyer, KATV will give instructions regarding the return, repair or replacement of the part. KATV's action in repair or replacement of the part shall constitute fulfillment of all its liabilities under this warranty.

KATV shall reimburse Buyer for labor required for the removal, repair or replacement of the defective part, and the reimbursement cost for that labor shall be in accordance with KATV's hourly rate and time guidelines at that time.

LIMITATIONS. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON KATV'S PART, AND KATV NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR KATV ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT. KATV MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY IT.

KATV shall not be liable for any loss or damage resulting directly or indirectly from the use or loss of use of KATV's product. Without limiting the generality of the foregoing, this exclusion embraces Buyer's expenses for downtime and for making up downtime, damages for which Buyer may be liable to other persons, damages to property and injury to or death of any persons.

KATV shall not be responsible for tow charges or related expenses to transport a vehicle or equipment to any repair site.

EXCLUSIONS. KATV does not warrant any used vehicle or parts which it sells "AS IS", unless otherwise stated in writing at the time of sale. KATV does not warrant normal maintenance items, including light bulbs, belts, hoses, filters, tires, plastic defectors, paint coat, rubber rolls, finishers, screening belts, antifriction bearings, lubricants, ignition and tune-up parts, anti-freeze, and the like, unless contaminated or damaged by failure of a defective parts. KATV does not warrant any vehicle or part as meeting the safety codes, statutes or regulations of any governmental jurisdiction, and Buyer assumes all risks arising from the use of a vehicle or equipment. This warranty shall not extend to any KATV product which has been repaired or altered without KATV's written consent, or which has been subject to misuse, negligence or accident, or which has not been operated or maintained in accordance with KATV's instruction and maintenance manuals which KATV provided Buyer at the time of purchase, together with all updates thereof. Furthermore, KATV does not warrant vehicles and parts which have been operated in conditions more severe than or exceeding the written specifications for such products. KATV is not responsible for equipment failures resulting from the use of parts not approved by KATV. KATV specifically reserves the right to alter or improve its products to maintain a "state of the art" product line without admitting that the alteration or improvement admits a defect.

SERVICE. Buyer shall, at the time of warranty service, identify the vehicle, part, purchase date and hours of use, Buyer shall assume all charges for service calls and transportation of equipment to and from KATV or its dealer authorized to perform the warranty service.

1/4/2024