

MAXAM RUBBER TRACK LIMITED WARRANTY

LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to Maxam Branded Rubber Tracks. Please review these rights and obligations carefully.

DEFINITION

This Limited Warranty covers all Maxam Branded Rubber Tracks designated in Maxam's rubber track product listings (price books, catalogs, and leaflets).

ELIGIBILITY

Rubber Tracks bearing the name Maxam and with a complete serial number embedded in the carcass of the rubber track are warranted to be free from manufacturing defects within the manufacturer's control. If an examination by an authorized Maxam representative shows that any such Rubber Track failed because of manufacturing defects, it will, at the option of Maxam, either be replaced at no charge, or a credit will be issued for the purchase price of a replacement track. The customer is responsible for the disposal of all adjusted Rubber Tracks. This warranty coverage is for Rubber Tracks used within published designed specifications for Maxam Rubber Tracks. The Customer will make any claimed Rubber Tracks available for inspection or will coordinate with Maxam for return shipment to Maxam upon request. If return shipment is requested, Maxam will bear all shipping costs and provide a Return Goods Authorization and arrange pickup. Any use outside such specifications automatically voids this warranty. Please consult Maxam technical leaflets, etc. for design specifications.

TIME PERIOD

This warranty applies for a maximum period of five years (60 months) from the date of the Rubber Track purchase. If no invoice or documentation of the Rubber Track purchase can be provided, the date of Rubber Track manufacture will be used. The date of manufacture can be determined by the first six digits in the serial number code.

WARRANTY PARAMETERS BY TRACK TYPE:

Compact Track Loader Rubber Tracks – 1,000 hours or 12 months whichever comes first.

Mini Excavator Rubber Tracks – 1,500 hours or 18 months whichever comes first.

LIMITATIONS

This Limited Warranty is applicable to the original purchaser and is not assigned to subsequent purchasers. No Maxam dealer, agent, or representative has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty. Any Rubber Tracks, no matter how well manufactured, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer. This Limited Warranty is under no circumstances a representation that a Rubber Track failure cannot occur. This limited warranty gives you specific rights and you may also have other rights which may vary from jurisdiction to jurisdiction. To the extent that the provisions of any applicable legislation expressly replace, eliminate, amend, or prohibit any term or terms contained herein, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

LIMITED WARRANTY EXCLUSIONS

All warranties are subject to the following exclusions:

1. Rubber Track claims submitted more than 60 months from the date of purchase.
2. Rubber Tracks for which alternative warranties or guarantees have been negotiated.
3. Rubber Tracks with less than 5/32nds (4mm) remaining tread depth.
4. Damage resulting from misuse, improper installation, misapplication, use of non-approved undercarriage components, worn sprockets, worn mid rollers, worn idlers, improper tension, undercarriage misalignment, abuse, willful damage, oil, chemical action, fire or other externally generated heat, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).
5. Claims for irregular wear or rapid tread wear are not covered by this limited warranty.
6. Any rubber track which is operated above the manufacturers specified operational weight rating.
7. Repaired or Retreaded Rubber Tracks.
8. Any modifications to the Rubber Track voids all warranties.
9. Any costs associated with the replacement of the Rubber Track are not covered unless previously approved by Maxam.
10. Cost of disposal of warranted Rubber Tracks. Disposal of Rubber Tracks is the sole responsibility of the customer.
11. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the extent permitted by law.
12. ALL OBLIGATIONS OR LIABILITIES FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, INCLUDING ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF USE OF VEHICLE, LOSS OF TIME, PERSONAL INJURY OR DEATH.

TO OBTAIN WARRANTY SERVICE

1. Contact an authorized Maxam dealer or representative. Please be prepared to provide proof of purchase of the product, purchase date, and serial number.
2. The authorized dealer or representative will contact Maxam to arrange the inspection of the rubber track in question and processing of your claim. The dealer has no authority or responsibility to make the determination as to eligibility for coverage under this warranty.