

**CH&E a Division of Magnum
Warranty Coverage Overview (Exhibit A)**

Product: Six (6) Months

* Exceptions: spark plugs, engine recoil, trailer lights, filters, fuses, hoses, seals, tires, brakes,
bearings, fluids, belts

*Engine: Warranty provided by engine manufacturer.

LIMITED PRODUCT WARRANTY

Subject to the terms and conditions below, Magnum Products, LLC (“Magnum”) warrants that products manufactured by it (other than components subject to an OEM Warranty) (collectively, the “Products”), when used as intended and designed, shall be free from defects in material and/or workmanship for the applicable Warranty Period. Warranty coverage under the Warranty begins on the date of shipment to the original end customer and shall continue for the time period(s) set forth in **Exhibit A** (the “Warranty Period”). Proof of purchase / ship date will be required to support a warranty claim.

Warranty claims must be submitted promptly to Magnum in writing, and actually received within the applicable Warranty Period, describing in detail: (i) the applicable Warranty, (ii) the claimed Product deficiency, defect or failure, (iii) Product information required by Magnum, and (iv) sales or purchaser order for any replacement parts (sent to Magnum’s Parts Sales Department). Magnum will reimburse necessary labor to repair the Products for a reasonable allotment of time to diagnose and replace defective Products as set forth in **Exhibit A**.

Purchaser’s exclusive remedies under this Warranty shall be, at Magnum’s sole discretion: (i) repair; or (ii) replacement; or (iii) payment of or credit for the original purchase price of the Products. These remedies are expressly limited to the repair or replacement of the defective Products (or part(s) thereof), and do not include the replacement of the entire Product. **The Warranty does not cover any incidental costs, including without limitation: shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, re-rental expenses and damages to property or other equipment.**

It is the responsibility of the purchaser to carry genuine replacement parts and provide Warranty service for the Products. Magnum will not ship replacement parts to purchasers, or end users, free of charge. Magnum will ship the replacement parts and issue an invoice to purchaser for shipping costs.

The Warranty shall not apply to the extent Product defect has been caused by any of the following: (i) Product operator negligence or intentional misconduct (other than by Magnum), (ii) casualty or accident to the Products; (iii) use and operation of the Products) not in conformance with Magnum’s training and/or operation manuals, or operation exceeding Magnum’s ratings for the Products, including misuse and abuse; (iv) maintenance, service and/or repair of the Products not in conformance with Magnum’s recommended service and maintenance schedules; (v) improper installation (other than by Magnum) not in material conformance with Magnum’s specifications; (vi) unauthorized modification of or alternations to the Products; (vii) improper load sizing (other than by Magnum); (viii) transportation damage; or (ix) Product exposure to the elements or other acts of God.

Engines and driven components used in all Magnum Products carry a separate manufacturer’s (OEM) warranty (the “OEM Warranties”), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Magnum’s Products’ components, must be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Magnum shall have no liability under OEM warranties. Please contact your local Magnum sales representative for a list of these providers.

The express warranties provided herein are offered in lieu of all other warranties, and to the greatest extent permitted by applicable law, Magnum’s repair and/or replacement of the Products, shall be purchaser’s sole and exclusive remedies and Magnum shall have no additional obligations. **MAGNUM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO PURCHASER OR ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED IN AND BY THIS WARRANTY. MAGNUM HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES ARISING BY OPERATION OF LAW, COURSE OF DEALING OR CUSTOM OF TRADE). MAGNUM SHALL NOT BECOME LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (WHETHER BY VIRTUE OF A PURCHASE AGREEMENT, THIS WARRANTY, ANCILLARY AGREEMENTS ENTERED INTO IN CONJUNCTION WITH THE FOREGOING OR ANY OTHER DOCUMENTS) FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECULATIVE DAMAGES, INCLUDING WITHOUT LIMITATION PURCHASER’S OR ANY THIRD PARTIES’ LOST PROFITS WHICH MAY RESULT FROM, BE CAUSED BY OR ARISE OUT OF: (I) BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE MADE BY MAGNUM; (II) THE USE, OR COST OF USE, OF THE PRODUCTS; OR (III) MAGNUM’S PERFORMANCE OF ANY REMEDIAL WORK REQUIRED BY THIS WARRANTY.**

Some states in the U.S.A. do not allow limitations of how long an implied warranty extends, or the exclusion of incidental, indirect, special or consequential damages, so that the above limitation or exclusion may not apply to you. In some Canadian provinces legislation provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Warranty provides specific legal rights; other rights may be available, but may vary from state to state or from province to province.