



**SOLD TO:**  
**DATE SOLD:**  
**MODEL:**

**ADDRESS:**  
**SERIAL #:**

**EQUIPMENT LIMITED WARRANTY**

KT Pacer, an Iowa corporation (“**Manufacturer**”) warrants to the Customer whose information is listed below (“**Customer**”) on this Equipment Limited Warranty document (this “**Warranty**”), subject to the terms and conditions of this Warranty, that those products covered by the Sales Order with respect to which this Warranty is given that were manufactured by Manufacturer (“**Covered Products**”) will be free from material defects in material and workmanship at the time that such Covered Products are delivered to Customer and for one (1) year thereafter (“**Warranty Period**”). For clarity, Manufacturer shall have no liability or responsibility for any defect, damage, failure or other matter arising after the end of the Warranty Period. THIS WARRANTY IS EXPRESSLY SUBJECT TO AND CONTINGENT UPON ALL OF THE CONDITIONS SET FORTH BELOW, AND CUSTOMER’S FAILURE TO OBSERVE AND ABIDE BY ALL SUCH CONDITIONS SHALL RENDER THIS WARRANTY VOID AND OF NO LEGAL EFFECT:

- 1) This Warranty is contingent upon Customer’s proper storage, installation, use, inspection and maintenance of the Covered Products and Customer’s compliance with any instructions or recommendations with respect to the foregoing furnished by Manufacturer.
- 2) In the event that the Covered Products do not meet the warranty of Manufacturer set forth above, Customer shall provide prompt written notice to Manufacturer by the earlier of: (i) two (2) business days of Customer’s discovery of the applicable failure or defect occurring during the Warranty Period or (ii) thirty (30) days after the defect or failure occurs during the Warranty Period. For the avoidance of doubt, Customer may not make a claim under this Warranty more than thirty (30) days after the end of the Warranty Period. Customer shall provide any additional proof of such defect or failure as may be requested by Manufacturer. Manufacturer’s sole obligation, and Customer’s sole remedy, with respect to this Warranty shall be limited to, at no additional cost to Customer and at Manufacturer’s option, repairing the Covered Products so that they are in conformance with the aforementioned Warranty or furnishing replacement parts (which shall be F.O.B. factory of Manufacturer or Manufacturer’s supplier). Upon Manufacturer’s request, Customer shall return any defective parts to Manufacturer at Customer’s cost. All written warranties provided by Manufacturer must be passed on by Customer to the end user of the Goods.
- 3) This Warranty shall be void to the extent the Covered Product is subject to (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Covered Products; (v) repairs or modifications made to all or part of the Covered Products without the prior written consent of Manufacturer; or (vi) a use or application other than or varying in any degree from the specifications and Manufacturer’s instructions.
- 4) This Warranty does not cover any engines, motors, tires, accessories or other equipment, products, specialty or custom items, goods or materials which are furnished with the Covered Products, but which are not manufactured by Manufacturer (“**Third Party Products**”). With respect to Third Party Products, Manufacturer makes no warranty whatsoever, and, to the fullest extent permitted by law, Manufacturer disclaims all warranties of all types whatsoever, whether express, implied or statutory. Manufacturer’s sole obligation with respect to Third Party Products is that Manufacturer shall use commercially reasonable efforts to assign to Customer any express warranty provided by the manufacturer of such Third Party Products (for clarity, Manufacturer does not guarantee that such warranties can be assigned to Customer).
- 5) Additionally, this Warranty does not cover any used or rebuilt machinery or equipment or other used items. With respect to the items described in the preceding sentence, Manufacturer makes no warranty whatsoever, and, to the fullest extent permitted by law, Manufacturer disclaims all warranties of all types whatsoever, whether express, implied or statutory.

6) Manufacturer reserves the right to, but is not obligated to, make or require Customer to make alterations or modifications to Manufacturer's products or equipment at any time, which, in the opinion of Manufacturer, may improve the performance and efficiency of the products and/or Equipment. Any failure by Customer to make or allow Manufacturer to make such alterations or modifications shall render this Warranty void and of no effect.

7) **Notwithstanding anything in any agreement or understanding between Customer and Manufacturer to the contrary, the express Warranty contained herein is the only warranty of any kind made by Manufacturer and is given in lieu of, and Manufacturer disclaims, all other warranties, whether express or implied (including those of merchantability, non-infringement and fitness of any product for a particular purpose), or statutory, and in lieu of any other obligation or liability on the part of Manufacturer. Manufacturer disclaims any and all warranties for or covering Customer provided specifications, modifications, alterations, special requests or other deviations from Manufacturer's standard designs. Notwithstanding anything in any agreement or understanding between Customer and Manufacturer to the contrary, Customer's sole remedy, and Manufacturer's sole obligation and sole liability with respect to any matter, damage, loss, claim or action whatsoever (whether due to breach of warranty, breach of contract negligence, strict liability or otherwise) related to the Covered Products or any other products, goods, equipment, materials or items whatsoever furnished by or on behalf of Manufacturer shall be to repair defects or furnish replacement parts as described herein. In no event shall Manufacturer be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Covered Products, or any other products, goods, equipment, materials or items whatsoever furnished by or on behalf of Manufacturer, or their marketing, sale, use, or manufacture. In no event shall Manufacturer ever be liable to Customer or any other person or entity for any injury, loss, damage or expense, whether direct, indirect, incidental, consequential, exemplary, special or punitive, including, but not limited to, loss of use, income, profit or production, increased cost of operation, or spoilage of or damage to material, arising in connection with the sale, installation, use of (or the inability to use), or the repair or replacement of the Covered Products or any other products, goods, equipment, materials or items whatsoever furnished by or on behalf of Manufacturer, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Customer was advised of the possibility of such damages. The foregoing limitations shall apply even if the Customer's remedies under this agreement fail of their essential purpose. This Section 7 shall survive any expiration, termination, cancellation or voiding of this warranty.**

8) This Warranty and the rights and obligations hereunder may not be assigned by Customer and any purported assignment without Manufacturer's express written consent is void and of no legal effect. This Warranty shall be governed by and interpreted in accordance with the internal laws of the State of Iowa, excluding its conflicts of laws principles. The state and federal courts located in Linn County, Iowa shall have sole and exclusive jurisdiction over any and all disputes arising out of or related to this Warranty. Manufacturer shall have no obligation with respect to this Warranty unless a completed duplicate copy of the Warranty is returned to the Manufacturer.

**CUSTOMER :** \_\_\_\_\_ **KT Pacer**  
**5555 16th Avenue SW**  
**Cedar Rapids, Iowa 52404**

**SIGNED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_