



DOMESTIC WARRANTY,
2018-2019 POLICY, TERMS & CONDITIONS
EFFECTIVE JUNE 1, 2018
**** **Must Read** ****

*This Policy, Terms & Conditions Supersedes All Other Policy, Terms & Conditions
Form 10695-33 10695-33VG/JD Copyright 06/18*

PRODUCT DEFINITIONS:

Broyhill New Product Warranty as stated below.

Broyhill Demo Product Warranty applies to units demonstrated by The Broyhill Company personnel only. Warranty will be the same as on new product stated below.

Broyhill Used Product Warranty applies to units that have been traded in on new products and are not new or demo equipment. Warranty is 30 days from date of invoice.

Broyhill Warranty Cards must be filled out and returned by the user/dealer on all products to receive Broyhill warranty.

MSDS sheets must accompany all returns for any/all chemicals that have passed through the parts.

LIMITED WARRANTY:

Broyhill fabricated **Golf & Sports** turf equipment & accessories are warranted **FOR TWO (2) YEARS FROM THE DATE OF SHIPMENT TO THE ORIGINAL PURCHASER/USER** as determined by the dealer of our records against defects in material and workmanship only. Broyhill's 3 wheel turf vehicles are warranted for two (2) years or up to 540 vehicle hours whichever comes first. No warranty expressed or implied extends beyond this two (2) year period. All other outsourced parts used in the assembly of Broyhill's GForce, AccuPro, Legacy, Load-And-Pack, Turf, OPE, Ag, Refuse and Lawn & Garden equipment will be covered by the component manufacturer's warranty policy.

Load and Pack vehicles and boxes are warranted for one (1) year or 540 vehicle hours, whichever comes first, against defects in materials and workmanship. All other outsourced parts used in the assembly of Broyhill's Load and Pack will be covered by the manufacturer's warranty policy. It is at Broyhill's discretion to get involved in the component manufacturer's warranty policies.

WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PART AFTER FACTORY APPROVAL FOLLOWING FACTORY INSPECTION TO DETERMINE CAUSE OF DEFECT. The loss of chemicals within the spray tanks are not covered by warranty. **PHOTOS OR WARRANTY PARTS MUST ACCOMPANY THE WARRANTY CLAIM.**

Expenses, inconveniences, or other damages that may occur are not subject to warranty consideration. Warranty is void if the vessel or vessel lining failed because of inadequate support of vessel, misuse or lack of reasonable care, or use of chemical formulations not recommended by the vessel manufacturer. Check all labels for the information on known chemicals that are detrimental to vessel or vessel lining. User shall determine the suitability of the product for his intended use and assume all risks and liability in connection therewith. The salesman may have made statements about Broyhill products described in this warranty provision. Such statements do not constitute warranties, shall not be relied upon by buyer, and are not part of the warranty provision. The

entire limited warranty is embodied in this writing. **THE BROYHILL COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS EQUIPMENT.**

Warranty parts or products reported within the warranty period must be returned to the factory transportation prepaid; they will be returned transportation prepaid; or digital photo must be emailed to engineering@broyhill.com to determine if return of part is necessary. Parts furnished to The Broyhill Company by other manufacturers for resale or assembly by the Company are subject to the warranty of that manufacturer. Warranty claims will be processed by The Broyhill Company under that supplier company's warranty when returned to The Broyhill Company transportation prepaid. **MSDS sheets must accompany all returns for any/all chemicals that have passed through the parts.**

Note: some states do not allow limitations on how long an implied warranty lasts, nor do they allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

LABOR:

Warranty labor will be included on Broyhill manufactured parts. **THIS WILL INCLUDE ANY IMPROPER ASSEMBLY, WELDS, FABRICATION OF BROYHILL MANUFACTURED PARTS BUT NOT NORMAL NON-WARRANTED ITEMS OR ABUSED PARTS (I.E.; TRAVEL TIME, CHEMICALS, BELTS, STANDARD WEAR PARTS, CLUTCHES, ETC.). THIS IS AT A MAXIMUM RATE OF UP TO \$100.00 PER HOUR (DEALER OR MUNICIPAL PROVEN RATE) WITH FACTORY CALCULATED TIMES FOR DOING WARRANTY PROCEDURES.**

Warranty labor is excluded on items and parts not manufactured, assembled or used by Broyhill (such as travel, chemicals, pumps, engines, drive trains, axles, hydraulic components, tanks, tires, nozzles, hand guns, hoses, etc.) but are manufactured and warranted for the industry by the allied component manufacturers.

ALL WARRANTY WORK MUST BE PREAPPROVED BY BROYHILL FOR ANY CREDIT TO APPLY. ANY AND ALL WARRANTY WORK DONE PRIOR TO APPROVAL BY BROYHILL (EITHER IN WRITING, FAXED OR EMAILED) WILL NOT BE COVERED.

AT NO TIME WILL ANY EQUIPMENT WARRANTY TOTAL EXCEED MORE THAN 10% OF THE DEALER NET VALUE OF THE EQUIPMENT IN QUESTION.

DROP SHIPMENTS:

The Broyhill Company will allow shipments to be drop shipped from specific suppliers according to dealers request. There will be a \$15.00 drop ship charge added to each invoice covering a customer's order.

HANDLING CHARGE/PURCHASE MINIMUMS:

A handling charge will be added in the amount of \$6.75 to each invoice.

All orders must equal a minimum of \$20.00 exclusive of drop ship charges, transportation, insurance and / or handling.

SHIPMENTS:

Orders accepted and all agreements are subject to delays occasioned by accidents, strikes, fires and causes beyond our control. Shipments will be made by common carrier, f.o.b. factory or by parcel post or United Parcel Service. Charges for parcel post or United Parcel Service will be prepaid and insured and subsequently invoiced to the customer. Orders for merchandise received by mail, phone, email, or a Broyhill salesman, when designated for factory pickup by the customer, must specify a pickup date. Orders not picked up by the specified or notified date will be shipped by commercial means f.o.b. factory.

DOCUMENT MERCHANDISE DAMAGED IN SHIPMENT:

Freight shipments are insured by the common carrier when the factory is the f.o.b. point. Freight should be inspected for any damage by the receiving party and claims should be filed by the customer with the delivering carrier when the freight charge is collect. Customer must note damage and Broyhill will file the claim when freight charges are prepaid and reflected on Broyhill's invoice. Title of the merchandise passes from the consignor (factory) to the consignee (customer) when the common carrier receives it at the shipping point.

Merchandise shipped by The Broyhill Company to our customers to replace items lost or damaged by common carriers will be filled as a new order to the customer. Our customer should recover loss from the delivering carrier by a claim in the amount of the damage, which must be filed with the delivering carrier. If you receive all items and suspect concealed damage, note accordingly on the freight bill before you sign it. Be sure you receive all items listed on the freight bill.

All shortages, damages and any other claims arising from the shipment delivery or factory pickup must be reported to us within ten days. We will not assume the responsibility for these shortages, damages and any other claims that are reported to us after 10 days. All shortages and damages, which are our responsibility, will be replaced by similar parts or equipment at our earliest convenience.

CREDIT:

Terms of sale are indicated on all invoices and are subject to payment accordingly. Orders received prior to establishment of credit will be subject to C.O.D., sight draft bill of lading or prepayment depending on our credit department's judgement. The credit policy also will apply to those accounts in arrears at the time any particular order is received. 1 1/2% interest per month or 18% per annum will be charged on all accounts past due for thirty days or more. All negotiable instruments will bear interest at the same rate from the date of maturity. Any collection action necessary to recover monies properly due The Broyhill Company, as a result of orders received, accepted and shipped by us in good faith, will be decided by The Broyhill Company's credit department or appointed collection agent. All expenses including court costs, collection and legal fees, involved in recovering monies due The Broyhill Company from such collection action will be at the cost of the debtor.

RETURNS FOR CREDIT:

Merchandise may be returned for credit only if written authorization is issued by The Broyhill Company and a Broyhill Return Authorization number is issued to the customer. After the customer receives authorization, the merchandise must be returned freight prepaid.

Credit of up to 75% will be issued on the invoiced dealer cost of parts previously approved for return. Any special

order parts placed by customers are not subject to return privileges.

A credit of up to 75% could be issued for equipment (models and items) approved for return. An additional charge will be made if the merchandise is accepted but received in less than a saleable condition; i.e., returned shipping damage. The additional charge may be more than what the item is worth. No credit will be given on limited storage life parts, i.e., pumps - broken or damaged or missing parts on items, models, items or parts stored outside and subject to rusting, oxidation of finish on tanks, paint, tires, etc., any items/parts that require refinishing or prepackaging or any inventory purchased prior to 12 months of any requested return. The burden of proof is on the customer wishing to return items that meet these requirements. Copies of invoices will be required proving purchase within the past 12-month period - subject to the above limitation.

All returns must meet the unsold, unused, undamaged and complete (no repackaging or reconditioning) criteria to be subject to review for return authorization.

PRICING:

Prices in Broyhill's literature are suggested list or user net or as otherwise indicated. The Broyhill Company reserves the right to make changes in prices, designs, materials and/or specifications without notice and without liability therefore. Orders will be processed, unless noted to the contrary; at the prices effective at the date order was received by Broyhill's Sales Department. Sales literature is available in quantity. Freight charges for literature will be forwarded. Any pricing adjustments by Broyhill will take effect on October 1 of each year.

REBUILDING SERVICES:

Parts returned to Broyhill for repair may be sent on to an outside repair service depending on our judgement after receiving and inspecting the part. A net labor charge is made for this service plus parts used which will be invoiced to the customer at the applicable price. Parts shipped to us for repair should be sent transportation prepaid and tagged for identification. Repaired parts will be returned transportation collect. Repair work done for individuals or firms, which do not have a credit record established will be paid for before shipment return. Labor will be charged at \$100 per hour. **MSDS sheets must accompany all returns for any/all chemicals that have passed through the parts.**

MINIMUM MODIFICATION CHARGE:

A modification charge will be made when the factory is requested to modify existing cataloged equipment. Modification charge will be a minimum of \$100.00 net and based according to modification difficulty, engineering, production and fabrication involvement. The charge will include parts plus \$100.00 per hour factory time to be paid for in advance.

PACKAGING:

Broyhill products are shipped with standard packaging, paperboard or banding. Crating is available for either domestic or export shipping at additional cost. Any special packaging or bagging not provided in our standard cost will be subject to additional cost.

BY PURCHASING EQUIPMENT FROM BROYHILL YOU AGREE TO THESE POLICIES, TERMS & CONDITIONS

Broyhill reserves the right to make ongoing changes in their Policies, Terms & Conditions

**Broyhill Equipment LLC, One North Market Square - Box 475, Dakota City NE
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800-228-1003 Ext. 134 Broyhill.com Email: sales@broyhill.com**