



## **COMMERCIAL WARRANTY**

### **COVERAGE**

Fisher Engineering, a division of FISHER, LLC, warrants to each purchaser of a FISHER® walk-behind spreader or sprayer that the spreader or sprayer will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship.

**The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.**

### **WHAT IS NOT COVERED**

This warranty shall not apply to finish or any parts not furnished by Fisher Engineering or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Fisher Engineering so as, in Fisher Engineering's judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage.

Fisher Engineering will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a FISHER walk-behind spreader or sprayer.

### **REMEDY FOR DEFECTIVE WALK-BEHIND SPREADER OR SPRAYER**

If within such warranty periods any part thereof is proved to Fisher Engineering's satisfaction to be defective, such part shall be replaced by Fisher Engineering or its authorized distributor or dealer or, at Fisher Engineering's option, replaced FOB Fisher Engineering's factory without charge. Fisher Engineering's obligation hereunder shall be limited to such replacement, provided that the purchaser of that walk-behind spreader or sprayer has followed the procedure for obtaining warranty performance set forth below.

**Fisher Engineering's liability is expressly limited to replacement of defective parts as herein provided. Fisher Engineering shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.**

### **PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE**

Within ten (10) days after the discovery of any alleged defect, the purchaser of the walk-behind spreader or sprayer must notify Fisher Engineering of the claimed defect, in writing, provide proof of original purchase and, at Fisher Engineering's option, return the allegedly defective part to Fisher Engineering FOB its factory or to its authorized distributor or dealer.

