



MC440 4-CYCLE CULTIVATOR

Warranty Terms and Conditions

PRODUCT WARRANTY: 1-YEAR LIMITED WARRANTY

Ardisam, Inc., a manufacturing company, warrants this **EARTHQUAKE 4-CYCLE CULTIVATOR** to be free from defects in the material or workmanship for a period of one year from the date of purchase. During the one-year warranty of this product, Ardisam will furnish, at their discretion, parts and labor to correct any defect caused by faulty material or workmanship. Any unit used in a commercial application is covered for a period of 90 days after purchase. This warranty applies to the original owner with a proof of purchase and is not transferable. For the warranty to be valid, the product must be registered online, or the warranty card must be filled out and received by Ardisam, Inc., within 30 days of purchase.

ENGINE WARRANTY: 2-YEAR LIMITED EMISSIONS CONTROL WARRANTY (SEE EXPLANATION OF EMISSIONS CONTROL WARRANTY PROVISIONS FOR DETAILS)

Ardisam, Inc., a manufacturing company warrants its Viper® Engines under a two-year limited emissions control warranty to be free from defects in materials and workmanship for the service life of the product not to exceed twenty-four consecutive months from the date of purchase for consumer applications.

*These warranties apply only to products which have not been subjected to negligent use, misuse, alteration, accident, unauthorized parts, failure to use proper fuel and oil, or if repairs have been performed at non-authorized service centers. These warranties supersede all other warranties either expressed or implied and all other obligations or liabilities on our part. Ardisam, does not assume, and does not authorize any other person to assume for us, any liability in connection with the sale of our products. **To be at "No Charge," warranty work must be sent directly to Ardisam, Inc. or one of our authorized service centers and performed by them.** To obtain warranty service and/or replacement instructions, contact our customer service department. If you choose to ship your product to Ardisam for warranty repair, you must first have prior approval from Ardisam by calling our customer service department for a return material authorization number (RMA#). Under these circumstances, all items must be shipped prepaid. Ardisam will at no charge, repair or replace, at their discretion, any defective part which falls under the conditions stated above. Ardisam retains the right to change models, specifications and price without notice.

EARTHQUAKE™
A Division of Ardisam, Inc.
1160 Eighth Avenue; P.O. Box 666
Cumberland, Wisconsin 54829
800-345-6007 · Fax (715) 822-4180
E-mail: info@getearthquake.com

Explanation of Emissions Control

Warranty Provisions

Viper® Engines are designed, built and equipped to meet all EPA requirements. It warrants that it is free from defects in material and workmanship that could cause failure to the warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. When a warrantable condition exists, Ardisam will repair your engine at no cost to you, including parts and labor. The engine emissions label will indicate certification information. Purchasers located more than 100 miles from a Viper® authorized repair center in need of warrantable repair should contact customer service. If it is determined that warranted repair is indeed necessary, Ardisam, Inc., will cover the cost of shipping to an authorized Viper® repair center. All such requests must first be pre-approved by customer service prior to shipping.

Listed below are the parts covered by the emissions control systems warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. See maintenance schedule in Maintenance and Storage section of manual for more details. Coverage under this warranty includes only the parts listed below (the emission and evaporation control systems) if so equipped:

- Air Filter Assembly (only to the first scheduled replacement point)
- Fuel Filter (only to the first scheduled replacement point)
- Carburetor
- Fuel Lines, Fuel Line Fittings and Clamps
- Fuel Metering Valve (if equipped)
- Evaporative System (if equipped)
 - Canister (if equipped)
 - Canister filter (if equipped)
 - Vapor hose (if equipped)
 - Orifice connector (if equipped)
 - Fuel tank
 - Fuel cap
 - Primer bulb canister (if equipped)
- Spark Plugs
- Magneto Ignition System
- Muffler Assembly

LIMITATIONS

The Emission Control Systems Warranty shall not cover any of the following:

- a) Repair or replacement required because of misuse or neglect, improper maintenance, repairs improperly performed or replacements not conforming to Ardisam, Inc., specifications that adversely affect performance and/or durability and alterations or modifications not recommended or approved in writing by Ardisam, Inc.
- b) Replacement of parts and other services and adjustments necessary for required maintenance at or after the first scheduled replacement point;
- c) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- d) Diagnosis and inspection fees that do not result in eligible warranty service being performed; and
- e) Any add-on or modified part, or malfunction of authorized parts due to the use of add-on or modified parts.

These items will be covered for a period of **two years** from the date of the original purchase. Viper warrants that: the components are designed, built and equipped so as to conform with all applicable regulations adopted by the EPA; that they are free from defects in material and workmanship that could cause failure to the engine or other; and that the components used are identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

MAINTENANCE AND REPAIR REQUIREMENTS

The owner is responsible for the proper use and maintenance of the engine. Ardisam, Inc. recommends that all receipts and records covering the performance of regular maintenance be retained in case questions arise. If the engine is resold during the warranty period, the maintenance records should be transferred to each subsequent owner. Ardisam, Inc. reserves the right to deny warranty coverage if the engine has not been properly maintained; however, Ardisam, Inc. may not deny warranty repairs solely because of failure to keep maintenance records.

Normal maintenance replacement or repair of emission control devices and systems may be performed by any repair establishment or individuals; however, warranty repairs must be performed by an Ardisam authorized service center. Any replacement parts or service that is equivalent in performance and durability may be used in non-warranty maintenance or repairs, and shall not reduce the warranty obligations of the engine manufacturer.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, that part will be repaired or replaced at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any nonexempted add on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a nonexempted add on or modified part.