



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2300000038</b>			
Effective Date:	10/01/2022	Record Date:	02/01/2023
Expiration Date:	01/31/2024	Procurement Folder:	899474
Document Description:	Grasshopper Commercial Mowers (Moridge Mfg Inc)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	2

### CONTACT INFORMATION

**ISSUER:**  
 Nathan Durham  
 502-564-6525  
 Nathan.Durham@ky.gov

### REASON FOR MODIFICATION

To renew for a one (1) year period (2/1/2023 - 1/31/2024) in accordance with the terms and conditions and written agreement of the vendor. No other changes have been made, documentation is on file with OPS.

### VENDOR INFORMATION

Name /Address:	Contact:
KY0021190: MORIDGE MANUFACTURING INC P O BOX 810 HWY 81 S MOUNDRIDGE KS 67107-0810	BRENT DOBSON 620-345-6301 BDOBSON@GRASSHOPPERMOWER.COM

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Grasshopper Commercial Mowers  
**Extended Description:**  
 Grasshopper Commercial Mowers  
 Warranty - See "Grasshopper Warranty" for warranty info on listed catalog items.  
 Delivery - This includes deliveries to various locations throughout the state.  
 Delivery Charge - \$50 flat rate charge. additional \$2.00 per mile charge on deliveries over 20 miles from nearest Grasshopper dealer.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Delivery Rates  
**Extended Description:**  
 Delivery Charge - \$50.00 flat rate charge on all deliveries. Additional \$2.00 per mile charge on deliveries more than 20 miles from nearest Grasshopper dealer.

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**MASTER AGREEMENT  
FOR  
OUTDOOR POWER EQUIPMENT**

**BETWEEN  
THE COMMONWEALTH OF KENTUCKY**

**AND**

**MORIDGE MANUFACTURING INC  
PO BOX 810  
HWY 81 S  
MOUNDRIDGE, KS  
Contact: BRENT DOBSON  
Phone: 620-345-6301  
Email: bdobson@grasshoppermower.com**

**Section 1**

**Scope of Contract**

**The Office of Procurement Services establishes this Master Agreement for:  
Grasshopper Commercial Mowers**

**Section 2**

**Specifications**

All models bid shall be current model year and standard configuration.

All equipment shall be new and must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on Commonwealth property, only minor modifications to equipment necessary to bring the item into compliance with specifications.

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without

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the fault or negligence of the vendor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

The Vendor shall coordinate all deliveries with the ordering agencies.

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date. Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

**Section 3**

**Initial Contract Period**

This contract shall be effective from the date of award through January 31, 2023.

**Section 4**

**Renewal Clause – Optional Renewal Period**

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods**. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

**Section 5**

**Agencies to be Served**

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

**All State Agencies**

**Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

**Section 6**

**Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

**Section 7**

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### **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

### **Section 8**

#### **Post Contract Agreements**

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

### **Section 9**

#### **Equipment**

Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this contract shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

The Commonwealth recognizes the rapid advancement of technology. If the bidder can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

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## **Section 10**

### **Quantity Basis of Contract – Estimated Quantities**

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

## **Section 11**

### **Manuals and Distribution of Literature**

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

## **Section 12**

### **Vendor's Report**

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

## **Section 13**

### **Cancellation Clause – 30 Day Notice**

Both parties may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

## **Section 14**

### **Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

## **Section 15**

### **Service Performance**

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors

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shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

**Section 16**

**Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

**Section 17**

**Agreement between Parties**

This contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this contract. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

**Section 18**

**Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

**Section 19**

**Payments**

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

**Section 20**

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### **Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

### **Section 21**

#### **Subcontracts**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

### **Section 22**

#### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

### **Section 23**

#### **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

### **Section 24**

#### **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

### **Section 25**

#### **Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly

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pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Section 26  
Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**Section 27  
Provisions for Termination of the Contract**

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

**Section 28  
Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin,



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sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take

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such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 29**

**Administrative Fee**

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Master Agreement for the duration of the contract. Fees shall be paid forty-five (45) days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 200 Mero Street, 5<sup>th</sup> Floor, Frankfort, KY 40622.

**Section 30**

ALL PROVISIONS OF SOLICITATION (RFB 758 2200000787) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.

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## GRASSHOPPER LIMITED WARRANTY

**WARRANTY - 3 Year Limited Commercial/ 4 Year or 800 Hour Limited Residential  
MODELS - 200/300/400 Series; 600 Series; 700/900 Series  
SERIAL NUMBERS 6200000 and higher**

### WHAT THIS WARRANTY COVERS

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

### THE PERIOD OF COVERAGE AND CONDITIONS

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of three (3) years from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two (2) years and the cost of parts for one additional year. **Residential warranty:** This limited warranty is limited to four (4) years or 800 hours (whichever occurs first) for residential usage. Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes cost of parts and labor. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

### WHAT THIS WARRANTY DOES NOT COVER

**Implements/attachments not manufactured by Grasshopper** are not covered by this warranty. The manufacturers of such items may provide separate warranties for such components. **The engine is warranted by its manufacturer, not by Dealer.** Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owner's packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized service outlet of the engine manufacturer.

### WHO GETS THIS WARRANTY

This warranty extends only to the original purchaser for use of the equipment, unless applicable law provides otherwise. The warranty may not be assigned or transferred without the prior express written consent of manufacturer.

### HOW TO GET SERVICE

To be covered by this warranty, the turf equipment, including any defective part, must be returned to an authorized Grasshopper service dealer within the warranty period. The warranty shall extend only to the cost to repair or replace **(as determined by Dealer)** the defective part, including labor. The expense of delivering the turf equipment to the dealer for warranty work and the expense of returning it to the owner after repair or replacement will be paid by the owner. Proof of purchase may be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized Grasshopper service dealer using Grasshopper approved replacement parts.

### LIMITATIONS OF THIS WARRANTY

**DEALER'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS OR REPLACEMENTS IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. DEALER MAKES NO OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW ON ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. NO PERSON, ENTITY, OTHER DEALER, OR DISTRIBUTOR HAS THE AUTHORITY TO ASSUME FOR OR CREATE FOR DEALER ANY OTHER OBLIGATION, WARRANTY, OR LIABILITY IN CONNECTION WITH GRASSHOPPER PRODUCTS. IN NO EVENT SHALL DEALER BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

Any limitations set forth in this limited warranty do not apply to the extent they are prohibited by applicable law.

Dealer reserves the right to sell turf equipment with changes, improvements or modifications in specifications without thereby being obligated to install or make the same on turf equipment previously sold by Dealer.

### SITUATIONS IN WHICH THIS WARRANTY DOES NOT APPLY

**This warranty extends only to turf equipment that is operated under normal conditions and properly serviced and maintained.** The warranty does **NOT** cover: (i) normal maintenance services, such as oil change, cleaning, lubrication, or adjustment; (ii) replacement of service items, such as oil, lubricants, spark plugs, belts, rubber hoses, blades, blade sharpening, or other items subject to normal service replacement; (iii) damage or defects arising out of or caused by misuse, neglect, alteration, negligence or accident; (iv) repair or replacement required because of operation or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Grasshopper; (v) repair or replacement required because of alteration or modification of the turf equipment not performed or authorized by Dealer (damage caused by foam filled or solid filled tires); (vi) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Grasshopper; (vii) repairs or replacements necessitated by installation or use of non-recommended parts or accessories that have adversely affected the operation, performance or durability of the turf equipment; or (viii) damage or defects due to or arising out of repair of turf equipment by any person or persons other than an authorized Grasshopper service dealer or the installation of parts other than genuine Grasshopper parts, Grasshopper-recommended parts or equivalent. There are no other express warranties except for engine and special emission system coverage.

**PLEASE NOTE: TO RETAIN YOUR RIGHTS UNDER THIS LIMITED WARRANTY, YOU ARE REQUIRED TO HAVE READ THE OPERATOR'S MANUAL AND TO HAVE COMPLETED, SIGNED AND RETURNED THE ATTACHED WARRANTY REGISTRATION CARD WITHIN TEN (10) DAYS OF PURCHASE OF YOUR TURF EQUIPMENT.**

### OTHER LEGAL RIGHTS

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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## WARRANTY 2 Year or 500 Hour Limited Commercial / 4 Year or 500 Hour Limited

### Residential

### MODELS 100V Series

### SERIAL NUMBERS 6600000 and higher

#### WHAT THIS WARRANTY COVERS

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

#### THE PERIOD OF COVERAGE AND CONDITIONS

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of two (2) years or 500 hours (whichever occurs first) from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two (2) years. **Residential warranty:** This limited warranty is limited to four (4) years or 500 hours (whichever occurs first) for residential usage. Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes cost of parts and labor. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

#### WHAT THIS WARRANTY DOES NOT COVER

**Implements/attachments not manufactured by Grasshopper** are not covered by this warranty. The manufacturers of such items may provide separate warranties for such components.

**The engine is warranted by its manufacturer, not by Dealer.** Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owner's packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized service outlet of the engine manufacturer.

#### WHO GETS THIS WARRANTY

This warranty extends only to the original purchaser for use of the equipment, unless applicable law provides otherwise. The warranty may not be assigned or transferred without the prior express written consent of manufacturer.

#### HOW TO GET SERVICE

To be covered by this warranty, the turf equipment, including any defective part, must be returned to an authorized Grasshopper service dealer within the warranty period. The warranty shall extend only to the cost to repair or replace **(as determined by Dealer)** the defective part, including labor. The expense of delivering the turf equipment to the dealer for warranty work and the expense of returning it to the owner after repair or replacement will be paid by the owner. Proof of purchase may be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized Grasshopper service dealer using Grasshopper approved replacement parts.

#### LIMITATIONS OF THIS WARRANTY

**DEALER'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS OR REPLACEMENTS IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. DEALER MAKES NO OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW ON ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. NO PERSON, ENTITY, OTHER DEALER, OR DISTRIBUTOR HAS THE AUTHORITY TO ASSUME FOR OR CREATE FOR DEALER ANY OTHER OBLIGATION, WARRANTY, OR LIABILITY IN CONNECTION WITH GRASSHOPPER PRODUCTS. IN NO EVENT SHALL DEALER BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

Any limitations set forth in this limited warranty do not apply to the extent they are prohibited by applicable law.

Dealer reserves the right to sell turf equipment with changes, improvements or modifications in specifications without thereby being obligated to install or make the same on turf equipment previously sold by Dealer.

#### SITUATIONS IN WHICH THIS WARRANTY DOES NOT APPLY

**This warranty extends only to turf equipment that is operated under normal conditions and properly serviced and maintained.**

The warranty does **NOT** cover: (i) normal maintenance services, such as oil change, cleaning, lubrication, or adjustment; (ii) replacement of service items, such as oil, lubricants, spark plugs, belts, rubber hoses, blades, blade sharpening, or other items subject to normal service replacement; (iii) damage or defects arising out of or caused by misuse, neglect, alteration, negligence or accident; (iv) repair or replacement required because of operation or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Grasshopper; (v) repair or replacement required because of alteration or modification of the turf equipment not performed or authorized by Dealer (damage caused by foam filled or solid filled tires); (vi) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Grasshopper; (vii) repairs or replacements necessitated by installation or use of non-recommended parts or accessories that have adversely affected the operation, performance or durability of the turf equipment; or (viii) damage or defects due to or arising out of repair of turf equipment by any person or persons other than an authorized Grasshopper service dealer or the installation of parts other than genuine Grasshopper parts, Grasshopper-recommended parts or equivalent. There are no other express warranties except for engine and special emission system coverage.

**PLEASE NOTE: TO RETAIN YOUR RIGHTS UNDER THIS LIMITED WARRANTY, YOU ARE REQUIRED TO HAVE READ THE OPERATOR'S MANUAL AND TO HAVE COMPLETED, SIGNED AND RETURNED THE ATTACHED WARRANTY REGISTRATION CARD WITHIN TEN (10) DAYS OF PURCHASE OF YOUR TURF EQUIPMENT.**

#### OTHER LEGAL RIGHTS

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## GRASSHOPPER LIMITED WARRANTY

	<b>Document Description</b>	<b>Page 13</b>
<b>2300000038</b>	<b>Grasshopper Commercial Mowers (Moridge Mfg Inc)</b>	

## WARANTY 2 Year or 800 Hour Limited Commercial / 4 Year or 800 Hour Limited

### Residential

### MODELS 200V & 200V-G4 Series

### SERIAL NUMBERS 6200000 and higher

#### WHAT THIS WARRANTY COVERS

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

#### THE PERIOD OF COVERAGE AND CONDITIONS

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of two (2) years or 800 hours (whichever occurs first) from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two

(2) years. **Residential warranty:** This limited warranty is limited to four (4) years or 800 hours (whichever occurs first) for residential use. Residential use means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes cost of parts and labor. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

#### WHAT THIS WARRANTY DOES NOT COVER

**Implements/attachments not manufactured by Grasshopper** are not covered by this warranty. The manufacturers of such items may provide separate warranties for such components.

**The engine is warranted by its manufacturer, not by Dealer.** Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owner's packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized service outlet of the engine manufacturer.

#### WHO GETS THIS WARRANTY

This warranty extends only to the original purchaser for use of the equipment, unless applicable law provides otherwise. The warranty may not be assigned or transferred without the prior express written consent of manufacturer.

#### HOW TO GET SERVICE

To be covered by this warranty, the turf equipment, including any defective part, must be returned to an authorized Grasshopper service dealer within the warranty period. The warranty shall extend only to the cost to repair or replace **(as determined by Dealer)** the defective part, including labor. The expense of delivering the turf equipment to the dealer for warranty work and the expense of returning it to the owner after repair or replacement will be paid by the owner. Proof of purchase may be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized Grasshopper service dealer using Grasshopper approved replacement parts.

#### LIMITATIONS OF THIS WARRANTY

**DEALER'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS OR REPLACEMENTS IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. DEALER MAKES NO OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW ON ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. NO PERSON, ENTITY, OTHER DEALER, OR DISTRIBUTOR HAS THE AUTHORITY TO ASSUME FOR OR CREATE FOR DEALER ANY OTHER OBLIGATION, WARRANTY, OR LIABILITY IN CONNECTION WITH GRASSHOPPER PRODUCTS. IN NO EVENT SHALL DEALER BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

Any limitations set forth in this limited warranty do not apply to the extent they are prohibited by applicable law.

Dealer reserves the right to sell turf equipment with changes, improvements or modifications in specifications without thereby being obligated to install or make the same on turf equipment previously sold by Dealer.

#### SITUATIONS IN WHICH THIS WARRANTY DOES NOT APPLY

**This warranty extends only to turf equipment that is operated under normal conditions and properly serviced and maintained.**

The warranty does **NOT** cover: (i) normal maintenance services, such as oil change, cleaning, lubrication, or adjustment; (ii) replacement of service items, such as oil, lubricants, spark plugs, belts, rubber hoses, blades, blade sharpening, or other items subject to normal service replacement;

(iii) damage or defects arising out of or caused by misuse, neglect, alteration, negligence or accident; (iv) repair or replacement required because of operation or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Grasshopper; (v) repair or replacement required because of alteration or modification of the turf equipment not performed or authorized by Dealer (damage caused by foam filled or solid filled tires); (vi) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Grasshopper; (vii) repairs or replacements necessitated by installation or use of non-recommended parts or accessories that have adversely affected the operation, performance or durability of the turf equipment; or (viii) damage or defects due to or arising out of repair of turf equipment by any person or persons other than an authorized Grasshopper service dealer or the installation of parts other than genuine Grasshopper parts, Grasshopper-recommended parts or equivalent. There are no other express warranties except for engine and special emission system coverage.

**PLEASE NOTE: TO RETAIN YOUR RIGHTS UNDER THIS LIMITED WARRANTY, YOU ARE REQUIRED TO HAVE READ THE OPERATOR'S MANUAL AND TO HAVE COMPLETED, SIGNED AND RETURNED THE ATTACHED WARRANTY REGISTRATION CARD WITHIN TEN (10) DAYS OF PURCHASE OF YOUR TURF EQUIPMENT.**

#### OTHER LEGAL RIGHTS

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## GRASSHOPPER LIMITED WARRANTY

	<b>Document Description</b>	<b>Page 14</b>
<b>2300000038</b>	<b>Grasshopper Commercial Mowers (Moridge Mfg Inc)</b>	

**WARRANTY 3 Year or 1000 Hour Limited Commercial / 4 Year or 800 Hour Limited Residential**  
**MODELS 300G4 Series**  
**SERIAL NUMBERS 6900000 and higher**

**WHAT THIS WARRANTY COVERS**

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

**THE PERIOD OF COVERAGE AND CONDITIONS**

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of three (3) years or 1000 hours (whichever occurs first) from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two

(2) years and the cost of parts for an additional one (1) year. **Residential warranty:** This limited warranty is limited to four (4) years or 800 hours (whichever occurs first) for residential usage. Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes the cost of parts for a period of four (4) years and the cost of labor for the first two (2) years. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

**WHAT THIS WARRANTY DOES NOT COVER**

**Implements/attachments not manufactured by Grasshopper** are not covered by this warranty. The manufacturers of such items may provide separate warranties for such components.

**The engine is warranted by its manufacturer, not by Dealer.** Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owner's packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized service outlet of the engine manufacturer.

**WHO GETS THIS WARRANTY**

This warranty extends only to the original purchaser for use of the equipment, unless applicable law provides otherwise. The warranty may not be assigned or transferred without the prior express written consent of manufacturer.

**HOW TO GET SERVICE**

To be covered by this warranty, the turf equipment, including any defective part, must be returned to an authorized Grasshopper service dealer within the warranty period. The warranty shall extend only to the cost to repair or replace **(as determined by Dealer)** the defective part, including labor. The expense of delivering the turf equipment to the dealer for warranty work and the expense of returning it to the owner after repair or replacement will be paid by the owner. Proof of purchase may be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized Grasshopper service dealer using Grasshopper approved replacement parts.

**LIMITATIONS OF THIS WARRANTY**

**DEALER'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS OR REPLACEMENTS IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. DEALER MAKES NO OTHER EXPRESS WARRANTIES, ANY WARRANTY IMPLIED BY LAW ON ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. NO PERSON, ENTITY, OTHER DEALER, OR DISTRIBUTOR HAS THE AUTHORITY TO ASSUME FOR OR CREATE FOR DEALER ANY OTHER OBLIGATION, WARRANTY, OR LIABILITY IN CONNECTION WITH GRASSHOPPER PRODUCTS. IN NO EVENT SHALL DEALER BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

Any limitations set forth in this limited warranty do not apply to the extent they are prohibited by applicable law.

Dealer reserves the right to sell turf equipment with changes, improvements or modifications in specifications without thereby being obligated to install or make the same on turf equipment previously sold by Dealer.

**SITUATIONS IN WHICH THIS WARRANTY DOES NOT APPLY**

**This warranty extends only to turf equipment that is operated under normal conditions and properly serviced and maintained.** The warranty does **NOT** cover: (i) normal maintenance services, such as oil change, cleaning, lubrication, or adjustment; (ii) replacement of service items, such as oil, lubricants, spark plugs, belts, rubber hoses, blades, blade sharpening, or other items subject to normal service replacement;

(iii) damage or defects arising out of or caused by misuse, neglect, alteration, negligence or accident; (iv) repair or replacement required because of operation or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Grasshopper; (v) repair or replacement required because of alteration or modification of the turf equipment not performed or authorized by Dealer (damage caused by foam filled or solid filled tires); (vi) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Grasshopper; (vii) repairs or replacements necessitated by installation or use of non-recommended parts or accessories that have adversely affected the operation, performance or durability of the turf equipment; or (viii) damage or defects due to or arising out of repair of turf equipment by any person or persons other than an authorized Grasshopper service dealer or the installation of parts other than genuine Grasshopper parts, Grasshopper-recommended parts or equivalent. There are no other express warranties except for engine and special emission system coverage.

**PLEASE NOTE: TO RETAIN YOUR RIGHTS UNDER THIS LIMITED WARRANTY, YOU ARE REQUIRED TO HAVE READ THE OPERATOR'S MANUAL AND TO HAVE COMPLETED, SIGNED AND RETURNED THE ATTACHED WARRANTY REGISTRATION CARD WITHIN TEN (10) DAYS OF PURCHASE OF YOUR TURF EQUIPMENT.**

**OTHER LEGAL RIGHTS**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**GRASSHOPPER LIMITED WARRANTY**

**WARRANTY 3 Year or 1250 Hour Limited Commercial/ 4 Year or 800 Hour Limited Residential**  
**MODELS 300G5 Series**  
**SERIAL NUMBER 6900000 and higher**

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<b>2300000038</b>	<b>Grasshopper Commercial Mowers (Mordige Mfg Inc)</b>	

#### WHAT THIS WARRANTY COVERS

The selling dealer warrants, on the terms and conditions in this Limited Warranty, that it will repair, replace or adjust any product or part manufactured by The Grasshopper Company ("Grasshopper") which is a component of a Grasshopper Commercial Turf Equipment product ("turf equipment") and which is defective in material installed or workmanship performed in Grasshopper's factory.

#### THE PERIOD OF COVERAGE AND CONDITIONS

This limited **Commercial Warranty** applies to Grasshopper turf equipment sold in the US or Canada for a period of three (3) years or 1250 hours (whichever occurs first) from the date of original purchase for use (ninety (90) days for rental use). Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two (2) years and the cost of parts for an additional one (1) year. **Residential warranty:** This limited warranty is limited to four (4) years or 800 hours (whichever occurs first) for residential usage. Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. This warranty includes the cost of parts for a period of four (4) years and the cost of labor for the first two (2) years. **Replacement parts or repairs** provided through warranty service shall be warranted for only the remainder of the original warranty period. **Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

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