



**BRANSON MACHINERY, LLC**  
**LIMITED WARRANTY TERMS AND**  
**CONDITIONS**  
**(U.S.A. & CANADA)**

**EFFECTIVE JANUARY 1, 2021**

**BRANSON LIMITED WARRANTY TERMS AND CONDITIONS**

**A. GENERAL SCOPE OF COVERAGE.** Branson Machinery, LLC (“Branson”) will repair or replace, at its option, any genuine Branson part covered under this warranty which is found to be defective in material or workmanship during the applicable warranty term as set forth in the Coverage Chart depicted in paragraph B, subject to the exclusions listed in paragraph C. Each applicable warranty term begins on the date of purchase. This warranty is provided to the original purchaser (“Purchaser”) only of new Branson tractors, implements, and genuine parts (“Equipment”) purchased from an authorized Branson dealer. Warranty service must be performed by a dealer authorized by Branson to sell and/or service Branson Equipment. To obtain warranty repairs, the Purchaser must deliver the Equipment and proof of purchase, at the Purchaser’s expense, to an authorized Branson dealer during the applicable warranty term. The Purchaser shall be responsible for any diagnostic work, service and/or maintenance not directly related to any defect covered under this warranty.

**B. WHAT IS WARRANTED.** Subject to paragraph C, all parts of new Equipment are warranted as set forth in the Coverage Chart below.

<b>COVERAGE CHART</b>		
<b>PRODUCT</b>	<b>COVERAGE</b>	<b>WARRANTY TERM</b>
<b>1905, 2205 SERIES TRACTORS</b> Engine <sup>1</sup> and Powertrain <sup>2</sup> (Excluding rental use)	Parts and Labor	84 months or 1,000 hours, whichever comes first
<b>2505 SERIES TRACTORS</b> Engine <sup>1</sup> and Powertrain <sup>2</sup> (Excluding rental use)	Parts and Labor	72 months or 1,000 hours whichever comes first
<b>5835 SERIES TRACTORS</b> Engine <sup>1</sup> and Powertrain <sup>2</sup> (Excluding rental use)	Parts and Labor	60 months or 2,000 hours, whichever comes first
<b>00, 10, 15, 20, 25 SERIES TRACTORS</b> Engine <sup>1</sup> and Powertrain <sup>2</sup> (Excluding rental use)	Parts and Labor	72 months or 2,000 hours, whichever comes first
<b>7845, 8050 SERIES TRACTORS</b> Engine <sup>1</sup> and Powertrain <sup>2</sup> (Excluding rental use)	Parts and Labor	48 months or 2,000 hours, whichever comes first
<b>1905, 2205, 2505 SERIES TRACTORS</b> Other Tractor Parts	Parts and Labor	24 months or 750 hours, whichever comes first
<b>00, 10, 15, 20, 25, 5835, 7845 &amp; 8050 SERIES TRACTORS</b> Other Tractor Parts	Parts and Labor	24 months or 1,000 hours, whichever comes first
Rental and Industrial Use <sup>3</sup>	Parts and Labor	12 months or 1,000 hours, whichever comes first
Replacement Parts <sup>4</sup>	Parts Only	90 days or remainder of unit warranty (whichever is longer)
Radio / Tires / Batteries	Parts Only	Covered separately by applicable manufactures’ warranties
Backhoes/Loaders	Parts and Labor	12 months
Mowers	Parts and Labor	12 months

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<sup>1</sup>Engine includes: the crankcase, cylinder head, front gear case, valve cover pans, and all parts contained therein. The Engine does NOT include the fuel injection system pump, nozzles, high pressure lines, exhaust components, the diesel particulate filter system, or the following external engine components: electrical, cooling, and intake. All such items are considered Other Tractor Parts.

<sup>2</sup>Powertrain includes: the clutch housing (except engine clutch disc and PTO clutch disc), transmission case, differential and final drive housing and all parts contained therein, drive axles, external drive shafts, and Hydrostatic Drive. The Powertrain does NOT include external parts such as shift cables, linkages, etc.

<sup>3</sup>Rental and Industrial Use means: Equipment rented or leased to consumers or used for nonagricultural commercial purposes (e.g., mining).

<sup>4</sup>Replacement Parts: Parts warranty covers all parts except electrical wiring and components

**C. WHAT IS NOT WARRANTED (EXCLUSIONS).** Pursuant to the terms of this warranty, BRANSON IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING:

- (1) Used Equipment.
- (2) Any Equipment that has been altered or modified in a manner not approved by Branson.
- (3) Defects caused by normal wear and tear or lack of reasonable and proper maintenance.
- (4) Normal maintenance parts and service, including but not limited to: belts, brake and clutch linings, oil, filters (air, fuel, oil), coolants, conditioners, lubricants, pre-heater plugs, light bulbs, cutting parts (blades, teeth, and chains), bucket teeth, drive chains, and clutch discs.
- (5) Engine fuel injection system pump, injector nozzles, and high-pressure lines.
- (6) Defects caused by user negligence or failure to comply with the owner's manual.
- (7) Defects caused by misuse or abuse, including but not limited to use of Equipment: (i) beyond stated or reasonable specifications or tolerances, (ii) contrary to the terms of the owner's manual, or (iii) or contrary to the Equipment's intended purposes.
- (8) Defects caused by the use of unapproved attachments or implements.
- (9) Costs of repairs or replacements made by anyone other than an authorized Branson dealer.
- (10) Costs of parts cleaning, adjustments, service calls, diagnostics, and clean up.
- (11) Tires, wheels, tubes, batteries, and radios (which are covered separately by their own manufacturers' warranties).
- (12) Window and door glass and mirrors.
- (13) Freight charges on replacement parts.
- (14) Addition or replacement of chemical weight materials.
- (15) Damage or defects caused by accident, theft, fire, flood, vandalism, or an act of God.
- (16) Costs of rental of replacement equipment during the repair period.
- (17) Equipment which has been declared a total loss and subsequently salvaged.
- (18) Overtime labor charges.
- (19) Transportation of Equipment and travel time (including mileage).
- (20) Any failure or defect not caused by a defect in workmanship or materials.
- (21) Fees or charges related to disposal of environmentally hazardous materials.

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- D. TERMINATION OF WARRANTY.** This warranty terminates and is voided immediately upon the occurrence of any of the following:
- (1) Use of starting fluid or ether to start or run the engine.
  - (2) Use of any replacement part that is not a genuine Branson brand or Branson authorized part.
  - (3) Any adjustment of the injection pump fuel delivery system.
  - (4) Failure to timely and completely perform regular maintenance and service as prescribed by the operator's manual during the warranty term.
  - (5) Failure to perform Purchaser's obligations as set forth in paragraph G of this warranty.
  - (6) Misuse or abuse of Equipment, including but not limited to use of Equipment: (i) beyond stated or reasonable specifications or tolerances, (ii) contrary to the terms of the owner's manual, or (iii) contrary to the Equipment's intended purposes.
- E. EXCLUSION OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY.** THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, ALL OF WHICH ARE HEREBY EXCLUDED, EXCEPT WHERE PROHIBITED BY LAW. NO IMPLIED WARRANTY MAY EXTEND BEYOND THE TERM OF THIS LIMITED WARRANTY. THE REMEDIES OF THIS WARRANTY SET FORTH HEREIN ARE EXCLUSIVE. BRANSON NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF COVERED EQUIPMENT. CORRECTION OF DEFECTS, IN THE MANNER AND FOR THE APPLICABLE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE ALL OBLIGATIONS OF BRANSON TO THE PURCHASER, AND BRANSON SHALL NOT BE LIABLE FOR NEGLIGENCE OR BREACH OF CONTRACT WITH RESPECT TO COVERED EQUIPMENT. IN NO EVENT SHALL THE PURCHASER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF CROPS OR SEED, LOST PROFITS OR INCOME, COST OF RENTAL OR REPLACEMENT EQUIPMENT, INCONVENIENCE, OR OTHER COMMERCIAL LOSSES. (NOTE: BECAUSE SOME JURISDICTIONS DO NOT PERMIT LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU). THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.
- F. NO DEALER WARRANTY.** THIS WARRANTY IS THE ONLY WARRANTY AUTHORIZED BY BRANSON. DEALERS, DISTRIBUTORS, AND OTHER THIRD PARTIES HAVE NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF BRANSON, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.
- G. PURCHASER'S OBLIGATIONS.** To secure warranty service, the Purchaser must: (1) promptly report the defect to an authorized Branson dealer and request warranty service within the applicable warranty term; (2) present evidence of the warranty start date with valid proof of purchase; and (3) deliver the Equipment, at the Purchaser's expense, to the authorized dealer within a reasonable period of time. The Purchaser must maintain the Equipment in accordance with the instructions provided in the owner's manual and keep records and receipts for such maintenance. Branson may ask the Purchaser to prove that regular maintenance has been timely and properly performed. If a covered defect occurs, it is the Purchaser's responsibility to cease operating the Equipment until repairs are made. Damage which occurs from continued operation may not be covered by this warranty.

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- H. TRANSFERABILITY.** Upon a transfer of Equipment by the original purchaser, any remaining coverage of this warranty may be transferred to the subsequent purchaser subject to certain conditions. The Purchaser must contact an authorized Branson dealer for details on completing such a transfer.
- I. ARBITRATION.** ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS WARRANTY, AND ANY OTHER DISPUTE BETWEEN THE PURCHASER AND BRANSON, WHETHER IN TORT OR CONTRACT, INCLUDING QUESTIONS OF ARBITRABILITY, SHALL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND THE GEORGIA ARBITRATION CODE. THE BINDING ARBITRATION SHALL BE CONDUCTED IN ATLANTA, GEORGIA, BY ONE ARBITRATOR BEFORE THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
- J. FORUM SELECTION.** To the extent any dispute or claim between the Purchaser and Branson may be exempt from arbitration under the preceding paragraph, such claim shall be brought exclusively in the State Court of Floyd County, Georgia.

**IF FURTHER INFORMATION IS DESIRED, CONTACT  
YOUR SELLING DEALER**