

****ZMT100 & ZMT50
WARRANTY AGREEMENT****

Customer: _____ Owner: _____

THIS WARRANTY AGREEMENT (the "Agreement") is made effective this 22nd day of March, 2024, and between ZEUS Machinery, a corporation formed under the laws of Canada, located in Newmarket, Ontario and (Shandong Oujin Engineering Machinery Co. LTD.) ZEUS Machinery and [_____], a corporation formed under the laws of [Ontario, Canada]

****1. WARRANTY COVERAGE****

1.1 The Company warrants that the ZMT100 product(s) manufactured, sold, and delivered by the Company to the Customer (the ZMT100) shall be free from material defects in material and workmanship, conform to applicable specifications, and perform in accordance with the product documentation under normal usage for a period of 12 months from the date of delivery to the Customer (12 Months).

****2. REMEDY****

2.1 In the event of a breach of the Warranty, the Company shall, at its sole option and expense, promptly repair or replace the defective Products. Such remedy shall be the Customer's sole and exclusive remedy for any breach of warranty.

****3. WARRANTY EXCLUSIONS****

3.1 The Warranty does not cover:

- (a) Consumable parts, such as batteries unless Product damage has occurred due to a defect in materials or workmanship.
- (b) Damage caused by accident, abuse, misuse, fire, liquid contact, earthquake, or other external cause.
- (c) Damage caused by operating the Product outside the Company's published guidelines, or lifting over 1100lbs.
- (d) Defects caused by normal wear and tear or otherwise due to the normal aging of the Product.

****4. CLAIM PROCEDURE****

4.1 The Customer must notify the Company in writing within 10 days of the discovery of any claimed defect, specifying the nature of the claimed defect. The Customer must return the alleged defective product to the Company at its own cost for inspection. The customer must allow for reasonable time to inspect the ZMT100.

Customer: _____ Owner: _____

****5. DATA PRIVACY****

5.1 The Company and the Customer agree to comply with all applicable laws, statutes, and regulations relating to data protection. Both parties shall implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

****6. USAGE LIMITATIONS****

6.1 The Customer agrees to use the ZMT100 mini skid steer only for its intended purpose as outlined in the product documentation provided by the Company. Any use of the mini skid steer for purposes other than those specified may void the warranty. If customer put gas in the ZMT100 and not diesel this will void the warranty completely.

****7. MAINTENANCE REQUIREMENTS****

7.1 The Customer acknowledges the importance of regular maintenance for the proper functioning of the ZMT100 mini skid steer. The Customer agrees to perform routine maintenance tasks as outlined in the product manual, including but not limited to oil changes, filter replacements, and greasing of moving parts. This includes Fuel filters changed every 250 hours, oil filter every 250 hours, hydraulic oil and filters for hydraulics every 500 hours, coolant every 500 hours.

7.2 The Customer may not perform maintenance on the ZMT100 mini skid steer themselves. The Customer must retain records of service with verifiable documentation. Failure to provide such documentation will void the warranty.

****8. AUTHORIZED REPAIRS****

8.1 The Customer agrees to seek repairs and maintenance services only from authorized technicians or service centers approved by the Company. Unauthorized repairs or modifications may void the warranty.

Customer: _____ Owner: _____

****9. LIMITATION OF LIABILITY****

9.1 In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use or performance of the ZMT100 mini skid steer, including but not limited to loss of profits, loss of business, or loss of data. If the customer get injured while using the machine the company is not liable and will not be held accountable.

****10. MISUSE AND ABUSE****

10.1 If the ZMT100 mini skid steer breaks under warranty due to misuse or abuse, a determination will be made by Brock and his mechanic Braden, or their authorized representative as to whether the machine was misused or abused.

****11. DISCLAIMER OF IMPLIED WARRANTIES****

11.1 EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

****12. LIMITATION OF REMEDIES****

12.1 THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

****13. WARRANTY TRANSFERABILITY****

13.1 This warranty is non-transferable and applies only to the original purchaser of the ZMT100 mini skid steer from the Company.

****15. ENTIRE AGREEMENT****

15.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

Customer: _____ Owner: _____

****16. SEVERABILITY****

16.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

****17. WAIVER****

17.1 The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision of this Agreement.

****18. GOVERNING LAW****

18.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Ontario, Canada.

Customer: _____ Owner: _____