



MC43E & MC43 MINI-CULTIVATOR MD43 DETHATCHER

WARRANTY TERMS AND CONDITIONS

PRODUCT WARRANTY: 1-YEAR LIMITED WARRANTY

Earthquake, a manufacturing company, warrants this **EARTHQUAKE® MINI-CULTIVATOR OR MINI DETHATCHER** 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, Earthquake will, at their discretion, furnish parts and/or 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. This guarantee is void unless the warranty card is properly filled out and received by Earthquake within 30 days of purchase or go to www.GetEarthquake.com for online registration.

For replacement parts, phone 800-345-6007 or go online to www.GetEarthquake.com.

ENGINE WARRANTY: 2-YEAR LIMITED WARRANTY

Earthquake, a manufacturing company warrants its Viper Engines under a two-year limited 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. As an Earthquake Viper small engine owner, you are responsible for executing proper maintenance listed in your Operating and Maintenance Instructions. The warranty period begins on the date of purchase by the first retail consumer or commercial end user, and continues for the period of time stated above.

**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. Earthquake 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 Earthquake or one of our authorized service centers and performed by them. To obtain warranty service and/or replacement instructions, contact our customer service department at 800-345-6007 Monday through Friday from 8 a.m. to 5 p.m. or visit www.getearthquake.com. If you choose to ship your product to Earthquake for warranty repair, you must first have prior approval from Earthquake by calling our customer service department at 800-345-6007 for a return material authorization number (RMA#). Under these circumstances, all items must be shipped prepaid. Earthquake will at no charge, repair or replace, at their discretion, any defective part which falls under the conditions stated above. Earthquake retains the right to change models, specifications and price without notice.*

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, Viper will repair your engine at no cost to you, including parts and labor. The engine emissions label will indicate certification information. If the purchaser is in need of a warrantable repair and is not within 100 miles distance from an Earthquake authorized repair center, Earthquake will pay for shipping costs to and from an authorized Earthquake repair center.

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. 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 Earthquake specifications that adversely affect performance and/or durability and alterations or modifications not recommended or approved in writing by Earthquake.
- 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. Earthquake 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. Earthquake reserves the right to deny warranty coverage if the engine has not been properly maintained; however, Earthquake may not deny warranty repairs solely because of the lack of repair maintenance or 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 Earthquake 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.