



Model BC540A PTO Coupler Adapter

Limited Product Warranty:

The following terms and conditions (these “Terms”) apply to your purchase of the BC540A Bullet PTO Coupler Adapter (the “Product”) from Lionforge Industries Inc. (the “Company”). Please read these Terms and the included Owner’s Manual carefully. They contain very important information about your rights and obligations, as well as limitations and exclusions which may apply to you.

By completing your purchase of the Product, you acknowledge that you have read, accepted and agreed to be bound by these Terms.

These Terms are subject to modification by the Company without prior written notice at any time, in Company’s sole discretion. The version of these Terms applicable to your purchase will be the most current version in effect.

Section 1. Limited Warranty and Disclaimers

The Company warrants to the original purchaser (the “Purchaser”) of each Product that such Product will be free from defects in materials or workmanship, under normal usage and service (the “Limited Warranty”), from the date of purchase for a period of one (1) year (the “Warranty Period”). The date of purchase shall be the date of sale as indicated on a purchase invoice or receipt. Please keep your invoice or receipt as you will be required to submit this to the Company when submitting a Limited Warranty claim.

This Limited Warranty is intended to be limited in nature and conditional upon the purchaser having read the Owner’s Manual in its entirety, followed all instructions therein regarding installation, operation, safety and maintenance, and followed all other requirements set forth therein. The Company expressly warns the Purchaser NOT to use the Product if the Purchaser suspects that there is a defect or if it looks like there might be a defect, and to contact the dealer, agent or representative where the Product was originally purchased immediately in this instance.

All Limited Warranty claims for any Product not purchased directly through the Company must be submitted to and processed through the dealer, agent, or representative where the Product was originally purchased. If your dealer, agent, or representative is no longer in business and the Product is still within the one (1) year Warranty Period, please contact us directly.

For Limited Warranty claims on Products purchased directly through the Company, please email us at warranty@lionforgeindustries.com, subject heading “Warranty claim request” and we will provide instructions along with a request for any other information we require for review and inspection. You may be asked to return the product to our location for review and inspection, we will advise you if this is required. All shipping costs for any return is the responsibility of the original purchaser. Unless expressly set out in your order, the Company does not provide insurance on Products during shipment. To ship a Product, you must prepay shipping charges and accept the risk of loss or damage during shipment.

Address for shipping:

Lionforge Industries Inc.

40067 PR501

Ste. Genevieve, Manitoba, Canada

R5J 0B1

The Company and its dealers, agents and representatives reserve the right to request proof from the Purchaser of compliance with the Owner’s Manual regarding installation, operation, safety, maintenance, and use, and reserve the right to review and inspect information provided in order to determine if any defects in materials or workmanship exists. Under no circumstances will any Product adapters, components or parts be covered under this Limited Warranty if found that the Purchaser, in our sole determination, was negligent in its use, maintenance, operation or repair of the Product, including without limitation, any misuse, alteration or modification, conditions causing corrosion, improper storage, lack of reasonable care and proper maintenance or repair, from failure to follow the company’s and/or other manufacturers equipment installation, operating, safety and maintenance instructions, exceeding rated operational capacity, circumventing or alteration or modification of other equipment and/or manufacturers driveline safety systems, due to accident, normal wear and tear or that have been repaired with component parts other than those manufactured, used, or supplied by the Company.

During the Warranty period, the Company will, at its option, repair or replace defective products, adapters or parts. Notwithstanding the foregoing, damage due to shipping of the Product (be it by you shipping it to us or us shipping it to you) is not covered under this Limited Warranty. This Limited Warranty also does not cover damage due to external causes, including without limitation wear and tear, accident, abuse, misuse, or use or care not in accordance with the Product Owner’s Manual. If the Company repairs or replaces any Product, its warranty term is not extended. Separate warranties may be provided by manufacturers, suppliers, dealers or agents who provide their own warranty, however, the Company is not liable or responsible for such separate warranties.

Under no circumstances shall the Company be held responsible for failures by any Purchaser to adhere to any of the obligations of this Limited Warranty, including, but not limited too, if such failures are the result of unforeseeable circumstances, or any other conditions beyond our control, for which we reserve the right to make that determination. Without incurring any obligation to customers who purchased previous products from us, the Company reserves the right to revise this Limited Warranty, change specifications, improve or change design, revise or change manuals and technical documentation at any time without notice.

While the Company desires to process all approved Limited Warranty claims in a reasonable time, the acceptable timeline for completion of approved Limited Warranty claims shall be subject to any existing and unforeseeable circumstances including, but not limited to, supply, shipping and labour, which may affect the Company’s ability to obtain materials or manufacturer components and replacement parts.

This Limited Warranty will be construed in accordance with and governed by the laws of the Province of Manitoba.

THE ABOVE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, PHOTOGRAPHS, ADVERTISEMENTS OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL CREATE A REPRESENTATION, WARRANTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THE COMPANY’S SOLE LIABILITY AND RESPONSIBILITY FOR DEFECTS IN PRODUCTS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS SECTION. THE COMPANY WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, INJURIES, DEATH OR DAMAGES OF ANY KIND OR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OR SUPPLY OF PRODUCTS, THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OR SUPPLY OF THE PRODUCT GIVING RISE TO THE LIABILITY.



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What Is Not Covered

Under no circumstances will any Product adapters, components or parts be covered under this Limited Warranty if found that the Purchaser, in our sole determination, was negligent in its use, maintenance, operation or repair of the Product, including without limitation, any misuse, alteration or modification, conditions causing corrosion, improper storage, lack of reasonable care and proper maintenance or repair, from failure to follow the company's and/or other manufacturers equipment installation, operating, safety and maintenance instructions, exceeding rated operational capacity, circumventing or alteration or modification of other equipment and/or manufacturers driveline safety systems, due to accident, normal wear and tear or that have been repaired with component parts other than those manufactured, used, or supplied by the Company.

Section 2. Returns and Exchanges

All returns and Limited Warranty claims for any Product not purchased directly through the Company must be submitted to and processed through the dealer, agent, or representative the Product was originally purchased from. All third party sales returns must be processed according to the sales return policy of the original dealer or agent. Any return, refund or warranty policy offered by a dealer, agent or representative is considered separate and distinct from the Companies own policies and in no way shall it bind the Company to perform on terms different than herein stated.

If you have purchased the Product directly through the Company, then you may submit a return request to the Company within fifteen (15) days of the original date of purchase, on condition that the Product is in new, unused, undamaged and unaltered condition. Proof of purchase date by sales invoice or receipt will be required. No returns will be accepted or refunds issued after the expiry of fifteen (15) days from the original date of purchase. To submit your refund request, please email returns@lionforgeindustries.com with the subject line 'Return for Refund Request' so we can easily identify it, along with a copy of your original receipt and shipping document.

All shipping costs for any return is the responsibility of the original purchaser. To return Products, you must ship the Products to the Company in their original packaging and condition, prepay shipping charges and accept the risk of loss or damage during shipment. The Company will not issue a refund or ship a replacement or exchange until the returned Product is received. The returned package must contain a copy of an original purchase receipt that shows the price of the returned Product(s).

The Company will inform you of estimated shipment dates but is not liable for any delivery delays or failure to ship by the estimated due date, including without limitation as a result of events beyond the Company's or its shippers' reasonable control, including without limitation shortage of materials, transportation failure, or acts of God.

Address for returns:

Lionforge Industries Inc.

40067 PR501

Ste. Genevieve, Manitoba, Canada

R5J 0B1

The Company reserves the right to review and inspect all returned Products, ensuring their new, unused, undamaged and unaltered condition prior to approving any refund. The refund, if approved, will equal the total purchase price paid for the Product, less a restocking fee of up to 20%. The Company may issue any approved refunds under the original payment method used when purchased or by a cheque issued and mailed within approximately 30 days from the date of approval, whichever is more convenient for the Company. Refunds on purchases made with a credit card will only be credited to the same card.

The Company reserves the right to revise or change our return, refund and Limited Warranty policy at any time without notice and without incurring any obligation to buyers of products previously purchased from us.

Section 3. Online Purchases

Products may change or be discontinued at any time. For purchases made online or by catalogue, the Company will deliver Products that have similar characteristics of the Products you ordered, but minor changes between what is delivered and what is described online or by catalogue are possible. The Company may ship Products with minor specification changes, provided that the Product materially has the same functionality, performance and characteristics of the ordered Product.

Products may differ slightly from how depicted in any illustrations, photography or descriptions online or by catalogue. The Company has made every effort to display as accurately as possible the colours of Products as they appear. However, as the actual colours you see will depend on photographic processes and your screen, the Company cannot guarantee that your screen's display of any colour will be accurate.

Section 4. Entire Agreement

These Terms set forth the entire agreement of the parties with respect to its subject matter. These Terms may not be altered, supplemented, or amended by the use of any other documents. Any attempt to alter, supplement or amend this document or to enter an order for Products that are subject to additional or altered terms and conditions will be null and void. These Terms may be changed by the Company at any time, in its sole discretion without prior notice, with respect to any future sales or transactions with you.

Section 5. Governing Law, Disputes and Language

These Terms and the subject matter of these Terms and all related matters will be governed by the laws of the Province of Manitoba, Canada and the laws of Canada applicable in Manitoba, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods or the U.S. Uniform Commercial Code, and excluding any conflict of laws rules. Subject to the following paragraph, you submit to the exclusive jurisdiction of the courts of the Province of Manitoba.

To the extent permitted by applicable law, unless the Company agrees otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the Products, any Website of the Company, the Owner's Manual and these Terms (each, a "Claim") will be determined by final and binding arbitration to the exclusion of the courts. Arbitration will be conducted in Manitoba on a simplified and expedited basis by one arbitrator selected by the Company pursuant to the then current laws and rules relating to commercial arbitration in the Province of Manitoba. The foregoing does not, however, preclude the Company from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

Section 6. Product Return - other

You also acknowledge, agree, and accept that you may be required to obtain and supply appropriate customs documents, export permits or other, to return your Product to Canada which is your sole responsibility.

Section 7. Notices

Except as explicitly stated otherwise, any notices must be given to the Company by email to info@lionforgeindustries.com and to you to the email address you provide to the Company.



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Section 8. General

The failure of the Company to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by you. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. If any provision of these Terms will be ruled unenforceable, then the remainder will be enforced to the extent permissible. The Product is not intended for use by children under the age of 18.

Section 9. Customer Support and Information

Please contact us at info@lionforgeindustries.com for assistance with questions about your purchase, shipment, warranty service, and any exchanges, returns, cancellations or transfers, or to change your address or to inquire about orders, bills and invoices.

For Product questions and inquiries not related to returns, refunds or Limited Warranty, please contact your local dealer, agent, or representative.

Effective as of August 16, 2022.