

Performance Warranty

The Company warrants that the Equipment manufactured by it and delivered hereunder shall be free from defects in material and workmanship for a period of twelve (12) months from the date of sale. The foregoing warranty period shall apply to all Equipment, except for the following:

Replacement parts will be warranted for three (3) months from the date of shipment from the manufacturer. Should the failure to conform to this warranty be reported in writing to the Company within said period, the Company shall, at its option, correct such non-conformity by suitable repair to such Equipment, or furnish a replacement part F.O.B point of shipment, provided that the Purchaser has installed, maintained, and operated such Equipment in accordance with good industry practices, and has complied with specific recommendations of the Company. Accessories and equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturer conveyed to the Company and which can be passed on to the Purchaser. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment, or any costs of labor performed by the Purchaser without the Company's prior written approval.

The Company makes no performance warranty unless specifically stated within its proposal, and the effects of corrosion, erosion, and normal wear and tear are specifically excluded from the Company's warranty. In the event performance warranties are expressly included, the Company's obligation shall be to correct in the manner and for the period of time provided above.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THIS WARRANTY SUPERSEDES ALL PREVIOUS WARRANTY STATEMENTS.

This warranty does not apply to electric motors or gasoline engines. These are covered by the Original Manufacturer's Warranty and should be returned (by the customer) to their authorized service center for service.

Correction by the Company of non-conformities, whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company and its distributors for such non-conformities with respect to, or arising out of such Equipment.

LIMITATION OF LIABILITY

THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY, ITS DISTRIBUTORS AND SUPPLIERS WITH RESPECT TO CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED OR FURNISHED UNDER CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY, ITS DISTRIBUTORS AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THE CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, WHETHER OR NOT BASED ON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, COST OF PURCHASE OF REPLACEMENT POWER, OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE