

Limited Warranty

New equipment manufactured by the seller or service supplied by the seller is warranted to be free from defects in material and workmanship under normal use and service for a minimum of twelve (12) months from the date of installation, eighteen (18) months from the date of shipment, unless otherwise stated in the product warranty guide (available upon request). In the case of spare or replacement parts manufactured by the seller, the warranty period shall be twelve months from shipment. The seller's obligation under this warranty is limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, provided that such part is, upon request, returned to the seller's factory from which it was shipped, transportation prepaid. Parts replaced under the warranty shall be warranted for twelve months from the date of the repair, not to exceed the original warranty period. This warranty does not cover damage to parts resulting from decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, installation, modification or adjustment. This warranty does not cover parts repaired outside the seller's factory without prior written approval. The seller makes no warranty as to starting equipment, electrical apparatus or other material not of its manufacture. If the purchaser or any other party repairs, replaces or adjusts equipment or parts without the seller's prior written approval, the seller is relieved of any further obligation to the purchaser under this paragraph with respect to such equipment or parts, unless such repair, replacement or adjustment was made after the seller, within a reasonable time, failed to satisfy his obligations under this paragraph. The seller's liability for breach of these warranties (or for breach of any other warranties found by a competent court to have been given by the seller) shall be limited to: (a) accepting return of such equipment exw plant of manufacture, and (b) refunding any amount paid thereon by the purchaser (less depreciation at a rate of 15 % per year if the purchaser has used the equipment for more than thirty [30] days), and canceling any balance still owing on the equipment, or (c) in the case of service, at the seller's option, redoing the service, or refunding the purchase order amount of the service or a portion thereof upon which such liability is based. These warranties are expressly in lieu of any other warranties, express or implied, and the seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose, and in lieu of any other obligation or liability on the part of the seller, whether a claim is based upon negligence, breach of warranty or any other theory or cause of action. In no event shall the seller be liable for consequential, incidental, indirect, special or punitive damages of any kind. For the purposes of this paragraph, the equipment warranted shall not include equipment, parts and work not manufactured or performed by the seller. With respect to such equipment, parts or work, the seller's only obligation shall be to assign to the purchaser the warranties provided to the seller by the manufacturer or supplier providing such equipment, parts or work. No equipment furnished by the seller shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas, the purchaser's failure to properly store, install, operate or maintain the equipment in accordance with good industry practices or specific recommendations of the seller, including, but not limited to the seller's installation and operation manuals, or the purchaser's failure to provide complete and accurate information to the seller concerning the operational application of the equipment.