

## Product Warranties:

1. Seller warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Seller. Seller further warrants that for a period of 12 months from the date of shipment (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by Seller, the Products: (a) will conform to Seller's written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.
2. In the event of a breach of the warranties set forth above (the "Warranties"), Seller will, at Seller's option and as Seller's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties provided that (i) during the Warranty Period Seller is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Seller is given a reasonable opportunity to investigate all claims; and (iii) Seller's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing. No Products may be returned to the Seller until inspection and approval by the Seller. Freight for returned Products shall be paid for by Purchaser.
3. The Warranty against defects does not apply to: (1) consumable components or ordinary wear items including but not limited to feed screws, chain drives, clutch friction parts, cutting tools, and blades; or (2) use of the Products with equipment, components or parts not specified or supplied by Seller or contemplated under the Product documentation. EXCEPT AS SET FORTH ABOVE, THE SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). To the extent permitted, Seller shall assign to Purchaser any warranties Seller receives from third party manufacturers of parts, components, and equipment.
4. Service Warranty. The seller warrants that (a) it will perform services in a timely, competent, and professional manner and in accordance with industry standards; and (b) the services shall conform to any applicable specifications or statement of work.
5. Limitation of Liability. The Seller shall not be responsible or liable for any damage resulting from improper storage, handling, or use of Product prior to placing the apparatus in service, and will not assume any responsibility, expense, or liability for unauthorized repairs. Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of Seller's Products, Seller is not responsible for the results or consequences of use, misuse or application of its Products.
6. SELLER SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT SHALL SELLER'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF SELLER'S PRODUCTS EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS AS TO WHICH THE CLAIM IS MADE.

**John R Gruntfest**  
**Utility Sales Manager**  
**(910) 228-3454**

**E.H. WACHS®**

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