



## IRIZAR HEAVY INDUSTRIES INC

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## Limited Warranty

IRIZAR HEAVY INDUSTRIES INC warrants all new equipment to be free from defects in material and workmanship for the period of one year or two thousand (2,000) hours of operation, whichever expires first, provided that the equipment is installed and operated according to instructions.

### Warranty Repairs:

- If IRIZAR confirms the existence of a defect covered by this warranty, the defects will be corrected by repair or replacement at IRIZAR's option.
- Any repairs or modification made by unauthorized third parties without written consent shall void this warranty.

### Freight Cost

- If IRIZAR's factory inspection confirms the existence of such defects. Exercise of IRIZAR's option of replacement or repair will be at IRIZAR's factory and/or warehouse; therefore, no reimbursement for transportation cost of any kind will be allowed.
- IRIZAR will not be liable for any loss or consequential damage or expense accruing directly or indirectly from the use of equipment covered by this limited warranty.

The obligations of Seller under this limited warranty are subject, however, to the following conditions:

- Buyer shall give prompt notice to Seller of the date on which the Equipment is first placed in service.
- Buyer shall give Seller immediate written notice (within the warranty period) of any defect in material or workmanship covered by warranty.
- Buyer shall install, maintain, and use the Equipment strictly in accordance with instructions, procedures, or specifications supplied by Seller, and in any event in accordance with industry standards.
- Buyer shall ensure that the Equipment is operated only by qualified and properly trained personnel.
- Buyer shall not abuse the Equipment by overloading or improper operation and shall not modify the Equipment or use repair parts other than furnished by Seller, except as approved by Seller in writing.
- Any defects or non-conformities in the Equipment, which could be identified on initial inspection or testing of the Equipment by Buyer shall not be covered by warranty unless notice is given to Seller within thirty (30) days after receipt by Customer.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY ALLEGED DEFECTS OR FAILURES OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGES RELATING TO USE OR LOSS OF USE OF THE EQUIPMENT, OR DELAYS IN MANUFACTURE, DELIVERY, OPERATION, OR USE OF THE EQUIPMENT. Unless otherwise specifically agreed to in writing, in no event shall Seller be directly or indirectly liable for any drawings, designs, parts, items, or materials specified or furnished by the buyer or its agents or suppliers for incorporation into the Equipment. In no event shall any damages in the aggregate payable by Seller as a result of any and all breaches of this contract by Seller exceed one hundred percent (100%) of the price for the Equipment.