

## SHERMAN + REILLY, INC. STANDARD LIMITED WARRANTY

### **Standard Warranty**

This **Sherman + Reilly, Inc. Standard Limited Warranty** (“Standard Warranty”) warrants, to the Original Buyer, each new piece of equipment (“Equipment”) under normal use and service to be: (i) free from defects in materials and workmanship; (ii) fit for its intended use and purpose as provided under Seller’s website; and (iii) manufactured to Seller’s current Product specifications, which may vary in detail of design and construction from any descriptions in literature, displays or models previously inspected by Buyer. Seller reserves the right to make changes and improvements to its products without incurring any obligation to install any such changes or improvements in products previously manufactured. This Standard Warranty does not extend to engines incorporated in the Equipment. Engines are warranted per the engine manufacturer’s standard warranty outlined in the engine owner’s manual. Warranty work on engines should only be performed by authorized dealers as directed by the engine manufacturer. Sherman + Reilly cannot authorize warranty repair of engines.

This Standard Warranty is not an unconditional guarantee against all hazards or failures (see Exclusions from Warranty, below). This Standard Warranty is made to the Original Buyer, as defined in the Sherman + Reilly Standard Terms and Conditions of Sale (“Terms”) and is not transferable unless authorized in writing by Sherman + Reilly.

### **Warranty Period**

The warranty period for each new piece of Equipment is twelve (12) months from the date of delivery of the Equipment (“Warranty Period”).

This Standard Warranty shall only remain in effect during the Warranty Period if the Buyer performs the required maintenance at the recommended intervals as outlined in the user manual and other documentation related to the Equipment.

Seller warrants, with respect to used and/or demo Equipment, that the used and/or demo Equipment’s major components shall be free from defects in materials and workmanship, under normal use and service, for a period of ninety (90) days from the date of sale, or for the remainder of the Standard Warranty, whichever period is greater.

If, within the applicable Warranty Period, any Equipment shall be proved to Seller’s satisfaction to need services other than routine service and/or preventative maintenance, such Equipment shall be repaired or replacement parts provided to the Buyer at Seller’s sole option.

### **Notice and Extent of Warranty**

This Standard Warranty is subject to Seller receiving written notice of any warranty claim within thirty (30) days of discovery of any such defect (or within five (5) days if such defect is noticeable when the Equipment is delivered).

The Warranty Period for replacement parts installed in Equipment repairs will be limited to the balance of the Warranty Period remaining on the original purchase of the Equipment.

## **Warranty Procedures**

All claims under this Standard Warranty shall be deemed waived unless received by Seller within five (5) days of delivery if the Equipment is visibly damaged or defective, and, otherwise, within thirty (30) days after the defect to which each claim relates is discovered.

Immediately upon identifying a problem believed to be a failure subject to this Standard Warranty, Buyer shall contact Seller at the address or telephone number listed in the applicable operation manual. Buyer shall provide Seller with the following information to process any warranty claims:

- (i) Proof of purchase documentation.
- (ii) The Equipment's VIN; and
- (iii) A description of the problem or failure.

No warranty claim will be accepted, and Buyer shall be deemed to have waived the warranty claim, if Buyer fails to furnish all the required information to Seller within the applicable warranty procedure timeframe.

Buyer must cooperate with Seller's technical support staff to help diagnose the problem. This may include performing routine diagnostic procedures. The technician shall determine if the problem can be solved over the telephone or if a return for repair is required.

Upon determining that the Equipment has failed under the terms of this Standard Warranty, Seller will dispatch a technician to repair equipment on site or if return to the repair facility is required, Seller shall provide Buyer with the following information:

- (i) A Return Material Authorization ("RMA") number; and
- (ii) The address to which the Equipment must be sent.

Buyer shall provide all maintenance records as requested by Seller.

If the Equipment is damaged during shipment or received in inadequate packaging, this Standard Warranty shall not apply.

## **Exclusions from Warranty**

This Standard Warranty is contingent upon proper use of the Equipment by Buyer. This Standard Warranty does not apply to:

- (i) Equipment which has been subjected to unauthorized use, alteration or modification, the user's negligence, operator abuse, accident, theft, damage due to shipper's handling, storage conditions or any damage caused by circumstances beyond Seller's control;

- (ii) Equipment that is operated improperly, improperly maintained or improperly stored;
- (iii) The use of non-approved parts or non-authorized repairs; and
- (iv) Standard maintenance services or expendable wear items which become worn during normal use, including, but not limited to, spark plugs, tires, filters, batteries, hydraulic cylinders, seals, lubricants, paints, decals, bearings; all of which are sold by Seller.

Warranty work must only be performed by authorized personnel as directed by the Seller. If warranty work is performed by a third party not authorized by Seller, Seller shall not be liable to Buyer for any loss or damage resulting from the work performed on the Equipment by the third party and this warranty shall be null and void for that defect.

### **No Recovery of Consequential or Special Damages**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PENALTIES (INCLUDING ADMINISTRATIVE PENALTIES), SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DAMAGES FOR LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED PARTS, COST OF CAPITAL, FACILITIES OR SERVICES, DOWNTIME, SHUT-DOWN OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY TYPES OF ECONOMIC LOSS OR CONSEQUENTIAL DAMAGES (COLLECTIVELY SUCH “DAMAGES”); REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Seller shall not be liable for any consequential or special damages based on negligence, breach of warranty, strict liability, or any other theory, for failure to perform its obligations under this Standard Warranty.

Additionally, consequential, and special damages shall not be recoverable even if the repair or replacement remedy for Seller’s breach of its Standard Warranty fails of its essential purpose or for any other reason.

### **Limitation of Remedy**

Buyer’s sole and exclusive remedy and the limit of Seller’s liability for breach of this Standard Warranty, whether based on negligence, breach of warranty, strict liability, or any other theory, shall be, at Seller’s option, repair or replacement of the defective Equipment or parts with identical or equivalent replacement Equipment or parts with substantially equivalent or superior specifications. Such repair or replacement (whichever Seller determines, in its discretion, to provide) shall be Seller’s sole obligation and Buyer’s exclusive remedy for any deficiency in Equipment furnished and shall be conditioned upon Buyer’s return of such Equipment to Seller or, in Seller’s sole discretion, inspected in the field by a Seller-authorized representative, in either case at Buyer’s sole expense and risk of loss.

### **Disclaimer of Warranties**

**EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE EQUIPMENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES**

**ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

**SOME STATES OR COUNTRIES DO NOT PERMIT THE EXCLUSION OR MODIFICATION OF THESE IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS DISCLAIMER MAY NOT APPLY TO BUYER. IF A STATE OR COUNTRY DOES NOT PERMIT THIS EXCLUSION OF IMPLIED WARRANTY, THE REMAINING WARRANTY PROVISIONS OF THIS STANDARD WARRANTY SHALL REMAIN IN FULL FORCE AND AFFECT.**

**No Broker/Distributor Warranty**

**BROKERS OR DISTRIBUTORS OF SELLER'S EQUIPMENT HAVE NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF SELLER, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.**