

ONE YEAR WARRANTY

We warrant to the original purchaser that the IMER equipment described herein (the "equipment") shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of one (1) year from the date of purchase by the original purchaser.

Our obligation under this warranty is expressly limited to replacing or repairing, free of charge, F.O.B. our designated service facility, such part or parts of the equipment as our inspection shall disclose to be defective. Parts such as engines, motors, pumps, valves, electric motors, etc. furnished by us but not manufactured by us will carry only the warranty of the manufacturer. Transportation charges or duties shall be borne by the purchaser. This shall be the limit of our liability with respect to the quality of the equipment.

This warranty shall not apply to any equipment, or parts thereof, which has been damaged by reason of accident, negligence, unreasonable use, faulty repairs, or which has not been maintained and operated in accordance with our printed instructions for our equipment. Further, this warranty is void if the equipment, or any of its components, is altered or modified in any way.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

We make no other warranty, representation or guarantee, nor is anyone authorized to make one on our behalf. We shall not be liable for any consequential damage of any kind, including loss or damage resulting, directly or indirectly, from the use or loss of use of the machine. Without limiting the generality of the foregoing, this exclusion from liability embraces the purchase's expenses for downtime, damages for which the purchaser may be liable to other persons, damages to property, and injury or death of any persons.

This warranty shall not be deemed to cover maintenance parts, including but not limited to blades, belts, hoses, hydraulic oil or filters, for which we shall have no responsibility or liability whatsoever.

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