

STANDARD WARRANTY

Roadtec, Inc. ("Manufacturer") warrants to the first end-user all new machinery and parts manufactured by it ("Products") to be free from defects in workmanship and material, commencing with the date of initial startup and for a period of twelve months thereafter or 1,000 hours of operation, whichever occurs first.* **This limited warranty remains in force for the above time period only if all Manufacturer's operational and warranty procedures are followed and recommended maintenance is performed.** Manufacturer's liability hereunder is conditioned on the first end-user giving written notice to Manufacturer of any alleged defect no later than thirty days after the discovery of such alleged defect.

If, within such warranty period, any Product shall be proven to Manufacturer's satisfaction to be defective, it shall be repaired or replaced, at Manufacturer's option. All defective parts or components must be returned to Manufacturer freight prepaid, at a location specified by Manufacturer, for inspection before credit will be issued for new parts or components. The right to have a defective Product repaired or replaced shall constitute the first end-user's sole and exclusive remedy for breach of this limited warranty. Manufacturer may, at its sole discretion, refund the purchase price of the defective Product in lieu of repairing or replacing it, provided the defective Product is returned to Manufacturer freight prepaid at a location specified by Manufacturer, and such return is authorized by Manufacturer. Labor for warranty repair will be paid under a formula determined by Manufacturer.

Wear parts including, but not limited to, conveyor lines, screed plates, cutter teeth, tooth holders, scraper blades, track pads, tires and conveyor belts are warranted only if found to be defective at time of shipment, but are not warranted for the warranty period against wear or abuse.

No warranty shall apply to Products which have been repaired or altered by others so as, in Manufacturer's judgment, to adversely affect the same or which shall have been subject to negligence, accident, abuse or improper care, installation, maintenance, storage or other than normal use or service, during or after shipment. No warranty shall apply to any used Product. No warranty shall apply to any Product adversely affected by being used with any machinery, part or accessory not manufactured or authorized by Manufacturer. With respect to machinery, parts or accessories which are furnished but not manufactured by Manufacturer, the warranty obligation of the original equipment manufacturer shall be passed through to the first end user, but Manufacturer does not provide any warranty as to such items.

Manufacturer does not warrant or represent that any Product furnished by it meets any federal, state or local safety, environmental or electrical regulations. Manufacturer is wholly discharged from all liability under this warranty in the event that the purchaser of the Product fails to pay for it in accordance with the applicable purchase terms. This warranty extends only to the first end-user and is not transferable. This warranty may not be modified except pursuant to a written agreement signed by Manufacturer.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTY OF TITLE), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. MANUFACTURER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO MACHINERY, PARTS OR ACCESSORIES MANUFACTURED OR FURNISHED BY IT OR ANY SERVICES, UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. IN NO EVENT SHALL MANUFACTURER BE LIABLE TO ANY PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.



ROADTEC, INC.
Chattanooga, Tennessee

* The warranty period for the Front Mounted Broom: FB-100e SN 4001 is six months or 500 hours of operation, whichever occurs first.