

DEPRAG

FROM: DEPRAG, INC.
Marketing Department

WARRANTIES

on **DEPRAG** Air Tools and Machines

WARRANTIES

Seller (DEPRAG) warrants the Equipment manufactured by him to be free from all defects in material and workmanship under normal use and service for a period of

1 year

single shift operations, after the date of delivery. Seller's sole obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. This Warranty is made on the condition that notice is given to Seller in writing within ten (10) days of discovery of the defect and that Seller's inspection upon return of the defective parts, properly packed and with transportation charges prepaid, shall reveal to Seller's satisfaction that the claim is valid under the terms of this warranty.

LIMITATIONS:

This Warranty does not apply to any of the following Conditions:

- Service necessitated by repair or modification of the System by any party other than Seller or Seller's designated Representative.
- Service necessitated by use of the System in an Application or with parts and screws, for which it was not designed.
- Service necessitated by careless or improper installation or operation, neglect, mishandling, or abuse of the System or otherwise not in compliance with Seller's written instructions.

This Warranty, and the obligation of Seller hereunder, are in lieu of all other Warranties, expressed, implied or statutory, including all Warranties of merchant ability or of fitness for a particular purpose. Parts not manufactured by Seller are furnished subject only to the Manufacturer's Warranties, if any, and without Warranties, expressed or implied, by Seller.

over.....

WARRANTIES

on **DEPRAG** Air Tools and Machines

LIMITATION OF LIABILITY:

- In no event will Seller be liable for special, indirect or consequential damages or any damages resulting from loss of use, data, or profits arising out of or in connection with this Agreement or in the use or performance of the System, whether in an action of contract or tort, including negligence. Seller's liability for damages shall be limited to damages directly caused by the sole gross negligence or willful misconduct of Seller and shall in no event exceed the amount paid by Buyer for the particular component of the System involved.
- Seller shall not be liable for any damages caused by delay in delivering or furnishing the System referred to in this Agreement.
- Seller shall not assume any responsibility for the overall effectiveness and efficiency of the operating environment in which the System is to function.

No action arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought more than two (2) years after the cause of action has occurred or more than four (4) years after the date of delivery of the System, whichever first occurs.

DEPRAG INC.

Management
(800) 4 DEPRAG