

## **ENGLERT LIMITED ROLL FORMING MACHINE WARRANTY**

Englert Inc. ("Englert") warrants to the original purchaser ("Purchaser") of Englert roll forming machines ("Machines") that these Machines are free from defects in material, workmanship and design when operated under normal operating conditions and in strict accordance with any operating manuals or instructions provided at the time of sale, for a period of FIVE (5) years from the date of purchase registered below. During this period, Englert will repair or replace any part or assembly of the Machine that Englert deems defective.

Repair or replacement shall be accomplished in strict accordance with the following terms and conditions:

- (1) This Warranty applies to parts and assemblies manufactured by Englert only. Englert does not warrant parts and assemblies that are manufactured by others, including, but not limited to, electric or hydraulic motors, controls, switches, relays, gear boxes, wiring harnesses or other electrical components. Other manufacturers may provide separate warranties.
- (2) Englert will repair or replace defective parts and assemblies free of charge, including labor, when the Machine is presented for warranty repair at an authorized Englert Service Center or Englert's Corporate Offices. Contact Englert for nearest Service Center.
- (3) Englert will repair or replace defective parts and assemblies at the job site or Purchaser's shop with a charge for travel time (current hourly travel rate) and expenses with a minimum of 10 business day notice.
- (4) At its option, Englert may provide reconditioned or new replacement parts and assemblies for Purchaser's repair or reassembly free of charge if the defective part or assembly is shipped to Englert's Corporate Office prepaid. The replacement part or assembly will be returned freight collect. Defective parts or assemblies returned to Englert must be accompanied by a preauthorized Return Material Authorization (RMA) number provided by our Corporate Service Center and a full description of the defect.
- (5) The repair or replacement of any Machine part or assembly in accordance with this Limited Warranty shall not extend the term of this warranty beyond its original term as set forth herein.

The Warranty covers new Machines purchased directly from Englert and excludes damage to the unit or injury to any operator as a result of:

- (1) Improper use or misuse;
- (2) Failure to follow the safety instructions or wear proper clothing or safety devices during operation;
- (3) Alteration of the Machine without Englert's express written approval and guidance;
- (4) Neglect or failure to follow Englert's operating and maintenance instructions;
- (5) Improper handling, lifting, towing, loading, overloading, or operation inconsistent with the Machine's intended purpose, including but not limited to using it to form materials or gauges not listed in the Machine's operation manual;
- (6) Improper or unprotected storage of any type, including failure to properly cover and protect the Machine from the elements if not stored indoors; and
- (7) Acts of God, falling objects, external forces, catastrophic weather events, exposure to salt water/marine atmospheres, explosions, fires, riots, civil commotions, acts of war, terrorist acts, radiation or theft.

Englert reserves the right to make changes and improvements to its Machines at any time without notice. Englert shall not be obligated to incorporate such changes or improvements in Machines previously sold or supplied to any purchaser nor is Englert obligated to replace previously sold Machines with new Machines incorporating changes or improvements.

The general terms of all warranties contained within this certificate are the following:

- (1) **DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- (2) The purchased product warranties contained in this certificate are not valid unless issued by Englert, identifying the Purchaser, Serial Number and date of purchase of the Machine from Englert. The provisions hereof shall constitute Purchaser's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the Purchaser for incidental, special or consequential damages for breach of any written or implied warranty on the Machine or its use and under no circumstances shall Englert be responsible for any consequential damages or loss to Purchaser or related to Machine's use.
- (3) Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary, from state to state. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- (4) This certificate covers any and all agreements under this Warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.
- (5) The parties agree that the warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA. The Purchaser expressly agrees to submit to the jurisdiction and laws of the courts as set forth above.
- (6) No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the Purchaser to be a waiver of any other provision or condition of the Warranty. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.
- (7) This Warranty is intended for the sole benefit of the original Purchaser, and is not transferable or assignable to any other party for any reason, and shall be void if the equipment is leased or rented to any other party than the original purchaser.