

LIMITED NEW PRODUCT WARRANTY

Better Engineering (B.E.) warrants that its machinery will be free from defects in material and workmanship, and further warrants and agrees to promptly replace all defective parts during the warranty period. Warranty shall be in effect for a period of one (1) year from the date B.E. ships the machine.

Immediately upon identifying a problem of any kind, owner will notify the B.E. Customer Service Department in writing. Owner will make such visual inspections and perform such specific tests as directed by B.E., and report results of said inspections and tests to B.E. who will then determine what adjustments, repairs and/or parts replacements are required. If said adjustments, repairs and/or parts replacements can be performed by a shop person with average mechanical skills using commonly available shop tools, then owner will make such adjustments, repairs and/or parts replacement at the direction of B.E. If adjustments, repairs and/or parts replacement are deemed by B.E. to require technical expertise and skills or special tools and equipment, then B.E. or its assigned contractor will promptly affect the repair. [Note: Owner should decline to do any test or work for which they are unqualified or which they deem to pose a safety hazard]

When replacement parts are required, B.E. agrees to dispatch such parts as soon as possible via ground transportation (customer to pay for air freight). Within 30 days following receipt of replacement parts, owner will return failed parts to B.E. using an RGA number issued by a B.E. Customer Service Representative. If B.E. determines that failure was caused by negligence of owner, then owner will be invoiced for such replacement parts and handling with said invoice due and payable within 30 days of invoice date. Should owner not pay B.E. for such replacement parts or neglect to return failed parts when due, then other warranty claims will be denied until past due invoices are paid in full.

Owner must not attempt any adjustment, repair and/or parts replacement without first notifying B.E. Should owner attempt such repair without notification to B.E., then warranty becomes void with respect to the specific repair and any subsequent failures attributable to said repair.

Owner must service its machinery as set forth in the *B.E. Operating Manual* and bear the expense of any adjustments, repairs and/or parts replacement necessitated by negligence on part of owner.

B.E. assumes no liability for loss of business or other losses or expenses sustained by owner that result from non-performance or downtime of machinery.

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