



Veg Tech LLC Limited Warranty

CONDITIONS This limited warranty is provided to the original purchaser (the 'Buyer'), and may not be transferred, sold or bartered. All warranty claims must be processed through point of purchase. All warranty repair work must be authorized by Veg-Tech.

PROVISIONS Subject to the provisions of the clauses herein, Veg-Tech agrees to correct any defect or defects in workmanship or materials which may develop under proper and normal use during the period of one (1) year from the date of shipment, by repair or by replacement of the defective part or equipment, at Veg-Tech's option, FOB factory.

LIMITATION OF LIABILITY It is expressly understood that Veg-Tech's liability is limited to the furnishing of such replacement parts, and that VEG-TECH SHALL NOT, IN ANY MANNER WHATSOEVER, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF PROPERTY, REVENUES OR PROFIT, COST OF REMOVAL, INSTALLATION OR RE-INSTALLATION, OR EXPENSES ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE MATERIALS FOR ANY PURPOSE.

EXCEPT AS SET FORTH HEREIN, VEG-TECH MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE MERCHANTABILITY, FITNESS, CAPACITY OR PERFORMANCE OF ANY MATERIALS EXCEPTING ONLY TO SUCH EXTENT (IF ANY) AS IS SPECIFICALLY SET FORTH ON THE QUOTATION. In the event that materials do not comply with such a representation, Buyer shall notify Veg-Tech within 30 days of shipment from Veg-Tech's factory and afford Veg-Tech reasonable opportunity to correct such non-compliance. Buyer shall pay Veg-Tech's list price of any new part then installed and shall be entitled to credit for Veg-Tech's list of any old part for which the same is substituted and shall pay Veg-Tech's shipping charges on such old and new parts. In the event that Veg-Tech is unable to correct such non-compliance, Buyer may at its own expense return the entire materials, FOB Veg-Tech's factory, and Veg-Tech shall then credit Buyer with the full purchase price, excluding shipping charges.

Veg-Tech makes no warranty or representation with respect to the compliance of any product with Federal, State or local safety or product standard codes and any failure to comply with such codes shall not be considered a defect of material or workmanship under this warranty. Veg-Tech makes no other warranty, and no other warranty shall be implied, except warranty of the title and warranty that the materials sold hereunder are that normally sold under Veg-Tech's trade name.

NO OTHER WARRANTY, EXPRESSED, IMPLIED OR WRITTEN, SHALL APPLY TO THESE MATERIALS. Notwithstanding any provision to the contrary, Veg-Tech's total financial liability to Buyer shall not exceed the purchase price as stated on the original Bill of Sale.

COATINGS Coatings are not covered by these warranty provisions. Various atmospheric conditions affect the permanence of coatings and their protection against corrosion of materials. Unless this

contract specifically refers to a warranty as to coatings, abrasion, corrosion or erosion, Veg-Tech makes no warranty or agreement with respect thereto.

MOTORS, DRIVES, ETC. Motors, drives, electrical controls and other components manufactured for Veg-Tech by others are not covered by these warranty provisions. Veg-Tech makes no warranty or agreement on these manufactured products, which are covered by manufacturers' separate warranties.

WARRANTY DOES NOT APPLY TO:

1. Shipping damage. For materials damaged during shipment, whether concealed or visible, it is the responsibility of Buyer to file claims with the carrier, regardless of responsibility for freight charges (prepaid, collect, etc.).
2. Materials that have not been stored properly and maintained after receipt, including turning of motors and bearings.
3. Damage caused by improper installation, wiring, or incorrect electrical voltage.
4. Materials that have been modified, altered or disassembled.
5. Materials that have had identification labels removed or altered.
6. Damage caused by corrosion, erosion, abrasion, or severe temperature.
7. Materials that have been subjected to abuse, misuse, abnormal usage, or accident.
8. Materials that have not been maintained in accordance with a manufacturer's instructions and/or industry standards.
9. The cost of removal or reinstallation of materials.
10. Damage to property resulting from incorrect or faulty installation.
11. Acts of God such as fires, earthquakes, or floods and any other causes beyond Veg-Tech's control.

RETURN POLICY:

1. Special orders, non-stock and obsolete materials are not returnable under any circumstances.
2. Collect shipments of returned materials will not be accepted.
3. Materials returned without a Return Materials Authorization (RMA) number will not be accepted.
4. At its discretion, Veg-Tech may issue an RMA number and a ship to address for materials to be returned.
5. Returned materials are subject to a restocking charge to cover the cost of processing, inspection and repackaging.
6. All materials assigned an RMA number must be properly packaged and shipped PREPAID.
7. RMA number must be clearly visible on the outside of packaging.
8. A copy of the Bill of Sale to verify purchase date must accompany shipment.

Materials received at factory and deemed NOT COVERED BY WARRANTY will be, at Buyer's direction, disposed of or returned without action to Buyer, freight collect. No credit will be issued.

Materials received at factory and deemed COVERED BY WARRANTY will be, at Veg-Tech's option, repaired or replaced and returned to Buyer, freight collect. No credit will be issued.

This warranty gives specific legal rights and is subject to any applicable consumer protection legislation. Additional rights, which may vary according to local jurisdiction, may also apply.

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