

2 Year Limited Warranty

DynaQuip Controls Corporation warrants, to its initial purchaser only, that its products which are delivered to this initial purchaser will be of the kind described in the order or price list and will be free of defects in workmanship or material for a period of TWO (2) years from the date of delivery, our initial purchaser. This warranty applies to DynaQuip brand product.

Should any failure to conform to this warranty appear within TWO (2) years after the date of the initial delivery to our initial purchaser, DynaQuip Controls will, upon written notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with DynaQuip's recommendations and standard industry practice, correct such defects by suitable repair or replacement at DynaQuip's own expense.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of DynaQuip to our initial purchaser, with respect to the goods, whether based on contract, negligence, strict tort or otherwise. It is the intention of DynaQuip Controls Corporation that no warranty of any kind, whether expressed or implied shall pass through our initial purchaser to any other person or corporation.

LIMITATION OF LIABILITY: DynaQuip Controls Corporation SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR TO LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN, ARE EXCLUSIVE, AND THE LIABILITY OF DYNAQUIP WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

* It is the end user's responsibility to confirm that items intended for use satisfy local codes and standards of use.

TERMS AND CONDITIONS OF SALE

- Payment: Net 30 days.
- All prices F.O.B. shipping point with freight allowed on individual shipments of \$7,400 net minimum to all shipping points within the contiguous United States. No freight allowed on Air Freight or Parcel Post shipments. Claims for shortages must be made within 10 days of receipt of material. Our responsibility ends when a receipt is furnished us by the carrier.
- No freight will be allowed on Air Freight, Air Express, Parcel Post, FEDEX, or UPS shipments.
- Phone order quoted prices are subject to correction. Prices and designs are subject to change without notice.
- Orders for material or special design or specification are made to customer's order and are not subject to cancellation or return.
- All goods returned to us will not be accepted unless a full explanation has been made and our written authorized permission obtained in advance. All goods returned – if accepted – will be credited at invoice price, less 30% for service and restocking charges.
- We reserve the right to adjust orders to box quantities.