



# EMEHCK INDUSTRIAL CO., LIMITED

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## LIMITED EQUIPMENT WARRANTY

Emehck Industrial Co., limited. herein referred to as EMEHCK warrants that each new unit manufactured by EMEHCK to be free from defects in material and workmanship in normal use and service for a period of

(1) one year from date of shipment to the original buyer or equipment rental center owner.

EMEHCK will, at its option, repair or replace, at the EMEHCK factory or at a point designated by EMEHCK any part, which shall appear to the satisfaction of EMEHCK inspection to have been defective in material or workmanship.

(2) This warranty, does not apply to failure occurring as a result of abuse, misuse, negligent repairs, corrosion, erosion, normal wear and tear, alterations or modifications made to the product without express written consent of EMEHCK: or failure to follow the recommended operating practices and maintenance procedures as provided in the products operating and maintenance manuals.

(3) This warranty does not obligate EMEHCK to bear any transportation charges in connection with the replacement or repair of defective parts. This warranty does not obligate EMEHCK to bear any expense for travel time or of personnel in connection with any service calls.

(4) Accessories or equipment furnished and installed on the product by EMEHCK but manufactured by others, including but not limited to engines, motors, electrical equipment, transmissions, etc., shall carry the accessory manufacturers' own warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

### LIABILITY LIMITATIONS

(1) The remedies of the user set forth under provisions of warranty outlined above are the exclusive and total liability of EMEHCK with the respect to their sale or the equipment and service furnished hereunder, in connection with the performance or breach thereof, or from the sale, delivery, installation, repair or technical direction covered by or furnished under the sale, whether based on contract, warranty, negligence, indemnity, strict liability, or otherwise shall no exceed the purchase price of the unit of equipment upon which such liability is based.

(2) EMEHCK will not in any event be liable to the user, any successors in interest or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special or punitive damages arising out of this sale or any breach thereof, or any defects on, or failure of, or malfunction of the equipment under this sale based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the equipment, cost of purchase or replacement power of claims of users or customers of the user for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise.

(3) EMEHCK reserves the right to modify, alter and improve any part or parts without incurring any obligation to replace any part or parts previously sold without such modified, altered or improved part or parts.

(4) No person is authorized to give any other warranty or to assume any additional obligation on EMEHCK's behalf unless made in writing and signed by officer of EMEHCK. Emehck Industrial Co., Limited.

USE ONLY GENUINE EMEHCK PARTS AND ACCESSORIES

For your own safety, the safety of others and the life of your machine