



M-B Companies, Inc.

M-B COMPANIES, INC. OF WISCONSIN

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Limited Warranty

Limited Warranty: Subject to the limitations set forth herein, M-B Companies, Inc. of Wisconsin (“M-B”) warrants its products to be free from defects in material and workmanship for a period six (6) months from the date of delivery of the product to its original owner, except that the warranty is twelve (12) months solely for the following products: Truck Mounted Pavement Marking Equipment, Wood and Brush Chippers, and Airport Runway Brooms. All other products are covered by the six-month warranty. Parts shall have a ninety (90) day warranty. This warranty is not transferable without the written consent of M-B.

Notice: M-B’s obligations under this Limited Warranty are conditioned on M-B receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.

Remedies: M-B, at its option, will repair or replace, or provide a credit to Buyer for, defective warranted items. If requested by M-B, products or parts for which a warranty claim is made shall be returned, transportation prepaid, to M-B’s factory. Buyer shall not return any product for repair, replacement or credit without M-B’s advance written consent.

Other Manufacturer’s Warranty: On products furnished by M-B, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to Buyer, if the said warranty is assignable. However, M-B does not represent or guarantee that such manufacturer will comply with any of the terms of the warranty of such manufacturer.

Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by M-B, or alteration or repair by others in such a manner as in M-B’s judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage.

Seller manufactures power brooms that mount to many makes and models of equipment. Seller attempts to ensure that the mounting frames fit correctly. However, the large number of tractor models, types and options currently available, compounded by frequent manufacturer design changes, may prevent Seller from supplying a frame that fits every unit correctly. Therefore, unless Buyer supplies drawings which detail the attachment points on the specific unit to which the broom will be mounted, Seller will not be responsible for the fit of the mounting frame.

The batteries, tires, rubber materials, brushes and material normally consumed in operation, and

major components such as engines, air compressors, and hydraulic pumps and motors are excluded from this warranty but may be covered to the extent of any warranty received by M-B from its supplier if permitted by the terms of such warranty.

Limitations of liability: M-B shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs or transportation charges in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect.

M-B disclaims all other warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of M-B.

Notwithstanding anything in this warranty to the contrary, in no event shall M-B's total liability hereunder exceed the purchased price of the particular product.