



DYMAX INC.

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PRODUCT WARRANTY

Dymax Inc. ("Dymax") warrants to the original purchaser that the following products (the "Goods") will be free of defects in material and workmanship. If Dymax finds, upon physical inspection of Goods, and/or upon review of warranty claim including photos with alleged defects noted, that warranted Goods described below are defective in material or workmanship, such Goods will be, at Dymax's option, replaced or repaired.

NOTE: ALL WORK AND RETURNS MADE MUST BE AUTHORIZED BY DYMAX PRIOR TO ANY WORK BEING PERFORMED OR RETURNS MADE!

If the end user or other entity performs work or makes a return without written authorization He/She does so with the understanding that Dymax shall not be obligated for the costs of any such unauthorized expense or actions. The purchaser of any Goods covered by this warranty understands and agrees that the sole and exclusive remedy against Dymax shall be for the replacement or repair of the defective Goods as provided to herein. All allowances will be paid at cost, with no provisions for overtime, mileage, freight charges or special services, such as downtime. For more specific product information refer to product parts pages.

Dymax warrants its products as follows.

- **Tree Shears, Tree Saws, Vortex for Skid Steer Loaders, Excavators, And Wheel and Track Loaders** are warranted to be free from structural defects in materials and workmanship for a period of 12 months or 1,000 hours of use, whichever comes first, from the date of shipment. Working and moving parts consisting of hydraulic cylinders, pivot pins, bearings and blades are warranted for a period of 6 months or 500 hours of use. Hydraulic components such as hoses, motors and fittings are guaranteed by the manufacturer to meet or exceed the manufacturer's specifications.
- **Standard Dymax Products** used under normal conditions are warranted for a period of 12 months or 1,000 hours of use, whichever occurs first, after the date of shipment. Working and moving parts consisting of hydraulic cylinders, pivot pins, And bearings are warranted for a period of 6 months or 500 hours of use. Hydraulic components such as hoses and fittings are guaranteed by the manufacturer to meet or exceed the manufacturer's specifications.
- **Specialty/Custom Products** may carry warranty provisions other than those specified for standard products. Contact Dymax regarding specific warranty terms and conditions for specialty and custom designed products.

- **Replacement Parts** provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the original product on which the parts have been installed as if such parts were original components of the product. *Replacement parts for items not in warranty period are covered for a period of thirty (30) days from receiving the replacement parts.*

Dymax warranty does not extend or apply to:

- Defects which in Dymax's judgment are the result of misuse, negligence, accidents or failure to perform regular maintenance services;
- Products stored or maintained in an unprotected environment for an extended period of time prior to commencement of service; (warranty at Dymax discretion);
- Products and component parts not manufactured by Dymax beyond the warranty period provided by the original manufacturer or supplier;
- Products improperly installed, maintained or used not in accordance with all applicable Dymax instructions;
- Goods or component parts that are modified or changed in any way other than by, or as authorized by, Dymax;
- Parts typically considered as wear items (e.g., wear pads, hoses).

NOTE: Any claims by the purchaser with reference to the Goods covered by this warranty shall be deemed waived by the purchaser unless submitted in writing to Dymax within thirty (30) days following the date purchaser discovered or by reasonable inspection should have discovered the claimed breach.

The foregoing warranty is in lieu of all other warranties, expressed or implied, including those of merchantability or fitness for a particular purpose not expressly set forth herein. No affirmation of Dymax by words or actions other than as set forth herein nor any additional warranty, expressed or implied, given by Dymax to other purchasers of the Goods shall constitute a warranty of the Goods hereunder.

Dymax's liability (whether based on a theory of breach of contract or warranty, negligence or strict liability) with respect to the Goods shall be limited to the cost of replacement or repair as stated.

In no event shall Dymax be liable for consequential damages arising out of or in connection with this warranty including, without limitation, breach of any obligations imposed by Dymax hereunder or in connection herewith. Dymax shall not be liable for any incidental damages.

All notices given under or pursuant to this agreement shall be in writing and sent postage prepaid to the party to whom such notice is to be given. No terms or conditions, other than those stated herein and no agreement, understanding, oral and written, in any way purporting to modify this warranty shall be binding on Dymax unless made in writing AND signed by Dymax's authorized representative.

This warranty shall be interpreted under the laws of the state of Kansas, United States of America.