

Sweed Machinery, Inc. Machine Warranty

Limited One (1) Year Warranty

The Company warrants that its products, if properly stored, transported, installed, used and maintained, will be free from defects in materials and workmanship, for a period of one (1) year after the product was shipped.

If the Company product which is the subject of this Limited Warranty is deemed to be defective by Company during the warranty period and is covered by this Limited Warranty, the Company, at its option, will:

1. REPAIR THE PRODUCT.
2. REPLACE THE PRODUCT WITH A PRODUCT THAT IS FUNCTIONALLY AT LEAST EQUAL TO THAT OF THE PRODUCT BEING REPLACED.

The repair or replacement of any such defective products will be delivered to the purchaser F.O.B. Company's plant with freight prepaid to the accessible common carrier point of departure within the continental United States.

Extent of Limited Warranty

This Limited Warranty does not cover damages due to external causes including, but not limited to, accidents, misuse, neglect, alteration, repair, or improper installation or maintenance.

Company does not warrant any of its products to meet the safety code requirements of any governmental agency, authority or regulation. Additional features may need to be added to comply with applicable safety code requirements.

Instructions for the care and usage of the product are included with the product. Any usage or care not in accordance with these instructions voids this warranty, and any damage caused by such improper usage or care is not covered under this warranty.

This warranty is limited to the original purchaser and is not transferable.

Warranty

To obtain warranty service, purchaser must return any products alleged to be defective, freight prepaid, to the Company's plant in Gold Hill, Oregon. If the Company determines the product is defective, and is covered by this limited warranty, it will repair or replace the product as set forth above. All returned products must be accompanied by a Company return authorization number, which can be obtained by calling the Company at: 1-800-888-1352.

Warranty Limitations and Exclusions

These warranties replace all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Company makes no express warranties beyond those stated here. The Company disclaims all other warranties, express or implied, including, without limitation implied warranties of merchantability and fitness for a particular purpose.

Company makes no warranties (including any warranties as to merchantability or fitness for a particular purpose) either express or implied with respect to motors. Motors are covered by a separate manufacturers' warranties. Purchaser shall be limited to the warranties of the respective manufacturers of the products sold.

Limitations of Liability

The Company's responsibility under this, or any other warranty, implied or expressed, is limited to repair or replacement, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. The Company is not responsible for indirect, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory, including, but not limited to, lost profits, down time, and any damage to or replacement of equipment and property.