



Warranty

Seller warrants that all Goods manufactured by Seller and sold to Buyer will conform to the description on the invoice of said Goods, and that at the time of sale, such Goods shall be commercially free from defects in material and workmanship. In addition, Seller certifies that the products will comply with OSHA standards in effect at time of order acceptance by Seller that relate solely to the physical characteristics and not the circumstances of use (including noise) of the Goods. Claim for breach of the above warranty must be made within six (6) months from the date of shipment from Nordco's factory. Upon satisfactory proof of claim, which may include return to Seller of defective parts at Buyer's expense, Seller will, within a reasonable time, make any necessary repairs, additions, or corrections, refund the purchase price, or at the option of Seller, supply replacement parts free of charge. Failure to return parts to Seller as requested will result in rejection of warranty claim. Buyer may be asked to provide proof of purchase of warrantable products. Buyer's labor costs or other charges for removing parts, reinstalling parts, correcting defects or making additions will not be allowed. Seller will not accept products returned for credit unless Seller IN WRITING authorizes the return or correction. Warranty of running repairs is limited to those parts that are repaired or replaced by Nordco. All obligations and liabilities under this warranty are limited to repairing or replacing at our option defective units or parts. No liabilities are accepted for consequential damages, loss of productivity or other considerations. This warranty shall be ineffective and shall not apply to Goods that have been subject to misuse, neglect, accident, improper installation, or maintenance, or to Goods altered or repaired by anyone other than Seller or its authorized representative.

This warranty does not cover engines, air conditioning units and power transmissions included on Nordco machinery or sold as individual parts. The warranty provided by the manufacturer of those products applies. The Buyer is responsible for addressing any warranty issues directly with the manufacturers of engines, air conditioning units and power transmissions. If any model or sample is shown to Buyer, such model or sample was used merely to illustrate the general type and quality of the Goods and not to

warrant that the Goods would be of that type or nature. No agent, employee, or representative of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the Goods, and any such representation, affirmation, or warranty shall not be deemed to have become a part of the basis of the Sales Contract and shall be unenforceable.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. This warranty shall not apply unless Buyer shall first give Seller reasonable opportunity to investigate all claims for alleged defective Goods.

International Warranty

The Warranty as stated above applies to Nordco products that are located in the continental United States (including Alaska), Canada and Mexico. The following special conditions apply to Nordco products located outside these areas:

The Warranty covers only replacement of defective parts at Nordco's discretion for a period of six months from product's date of shipment from our factories in Oak Creek, Wisconsin (USA) or Oshawa, Ontario (Canada). Nordco will ship a replacement part at no charge once we have received the original part and determined that it is defective and is under warranty. Buyer is responsible for any costs incurred when returning parts to Nordco. Nordco will ship a new part prior to receipt of the defective part if the Buyer provides a purchase order for the replacement.

The Warranty does not include on-site repair by Nordco personnel, nor does it include reimbursement for labor performed or contracted by the Buyer.