



WARRANTY STATEMENT

Actus Manufacturing, Inc. (hereinafter referred to as Actus) warrants that the product will be free from defects in material and workmanship for a period of one (1) year from date of shipment, subject to the conditions and restrictions contained herein.

Actus further warrants all parts furnished under this warranty for a period which expires upon the termination of the warranty for the product on to which these parts are installed. All parts furnished outside of this warranty are warranted for a period of thirty (30) days from date of shipment.

This warranty does not apply to a product that has not been installed or maintained in accordance with Actus' instructions, been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than Actus, or failed to have normal maintenance.

This warranty covers only equipment and parts manufactured by Actus. All other components and accessories furnished with Actus product are sold only with the express warranty, if any, of the manufacturers thereof. ACTUS DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS EXPRESSLY PROVIDED HEREIN, AND IN PARTICULAR AS MAY OTHERWISE BE APPLICABLE TO USED PRODUCTS, ENGINES AND PARTS, V-BELTS, FILTERS, CABLES, LIGHT BULBS, FUSES, CARBON BRUSHES, ELECTRIC WIRES, AND HOSES. THE ONLY WARRANTY, IF ANY, APPLICABLE TO THE ATTACHMENTS DESCRIBED IN THE PREVIOUS SENTENCE SHALL BE THE WARRANTY OF THE MANUFACTURERS OF THE ATTACHMENTS.

The buyer expressly agrees that Actus' responsibility in respect to warranty claims is exclusively limited solely to repair or replacement, at Actus' option, of product found by Actus to be defective. Actus does not pay for labor charges, transportation charges, or any incidental or consequential damages connected with removal of a product deemed to be defective or with installation or replacement of repaired product. Further, Actus disclaims any liability for, any general, specific, incidental or consequential damages, including lost or duplicated time or expense, lost profits or any other damages accruing for any reason to the owner or user of any products sold by Actus, whether the claim is made in contract or in tort or under any warranty or in negligence or otherwise, even if Actus has been advised or might otherwise have reason to know of the possibility of such damages.

Actus reserves the right to make changes in its products without incurring any obligation to incorporate such improvements in any products previously sold or in service.

The terms and conditions of this warranty cannot be altered without the written consent of Actus.

This warranty does not apply to any product for which payment in full has not been received by Actus according to the terms under which the product has been invoiced. In addition, Actus will not honor any warranty claim from a customer whose account at Actus is not current according to Actus' payment terms.

Buyer may have seen advertisements or other seller literature or heard statements made during the sales presentation which suggest that the product being sold has qualities or characteristics that make it attractive. Even if seller made these statements deliberately, seller does not intend to incur legal liability for them unless they are included in this contract, and they are not part of this bargain in any way. Seller's agents have no authority to give warranties that exceed those listed in this contract and buyer is warned therefore to check this contract carefully to make sure it correctly reflects those terms that are important to the buyer. Except as otherwise provided in this document, there are no express or implied warranties, including without limitation warranties of title, merchantability, non-infringement or fitness for a particular purpose that are a part of this contract.

The foregoing warranty is exclusive and in lieu of all other express, statutory, and implied warranties including those of merchantability and fitness for any particular purpose. Buyer acknowledges that Seller has set its prices and agreed to sell its product to Buyer in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the foregoing form an essential basis of the bargain between the parties.

Application of Warranty

To make a claim under this warranty, contact Actus giving a description of the product and request a Return Material Authorization (RMA) form. Please wait to return merchandise to Actus until we provide a RMA form.

After receipt of an RMA authorization form, please return the product, freight prepaid, to Actus. If found to be defective, and if all return freight charges have been prepaid, or authorization to return freight collect is received, Actus will repair or replace the product, at our option, and return it to the customer.

In emergency cases where it becomes impractical to wait for warranty consideration by Actus, parts will be shipped on account to the customer pending warranty evaluation. Customers without an established account with Actus will be shipped parts on credit card, C.O.D. or cash in advance. Upon completion of the warranty evaluation, the customer will be reimbursed for the charges if the warranty covers the parts.