



XTREME POLISHING SYSTEMS 1 YEAR WARRANTY

Xtreme Polishing Systems is a manufacturer and distributor producing machines with components. We pride ourselves on producing best in class equipment for concrete, stone, hardwood, terrazzo, and vinyl finishing and restoration. Our pride of workmanship and quality of materials permits us to offer a one (1) year 'parts' and 'labor' warranty on XPS branded models. Xtreme Polishing Systems herein warrants that each machine manufactured by our company to be free from defects in material and workmanship in normal service use for a period of one (1) year from date of shipment arrival to the original purchaser/distributor.

Equipment or accessories furnished and installed on the product by Xtreme Polishing Systems, however, has been manufactured by another company, which includes but not limited to engines, motors, electrical components, transmissions, etc., shall carry or obtain to carry the item manufacturer's own warranty agreement.

XTREME POLISHING SYSTEMS RIGHTS & CONDITIONS

Xtreme Polishing Systems will, at its option, repair or replace, at our warehouse facility or at a point designated by Xtreme Polishing Systems, any part which shall appear to the satisfaction of Xtreme Polishing Systems inspection to have been defective in material or workmanship.

Xtreme Polishing Systems reserves the right to modify, alter, and improve any part or parts without incurring any obligation to replace any part or parts previously sold without such modified, altered, or improved part or parts.

This warranty is in lieu of and excludes all other warranties, expressed, implied, statutory, or otherwise created under applicable law including, but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose. In no event shall the seller or the manufacturer of the product be liable for special, incidental, or consequential damages, including loss of profits, whether or not caused by or resulting from the negligence of seller and/or the manufacturer of the product unless specifically provided herein.

In addition, this warranty shall not apply to any products or portions thereof which, at Xtreme Polishing Systems' discretion, have been subjected to abuse, misuse, improper installation, maintenance, or operation, electrical failure or abnormal conditions, or to products which have been tampered with, altered, modified, repaired, or reworked by anyone not approved by the seller, or used in any manner inconsistent with the provisions of the above or any instructions or specifications provided with or for the product. Except for conditions or warranties, which may not be excluded by law, the seller makes no warranty of its own on any item warranted by Xtreme Polishing Systems, and makes no warranty on other items unless it delivers to the purchaser a separate written warranty document specifically warranting the item. The seller has no authority to make any representation or promise on behalf of Xtreme Polishing Systems or to modify the terms or limitations of this warranty in any way.

Shipping of goods and/or products to and/or from Xtreme Polishing Systems or an authorized representative with Xtreme Polishing Systems is the sole responsibility of the purchaser and is not covered under the terms of this warranty.

FORCE MAJEURE

Seller's obligation hereunder are subject to, and seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the product due to labor difficulties, fires, casualties, accidents, acts of the elements, acts of god, transportation difficulties, delays by a common carrier, inability to obtain product, materials or components or qualified labor sufficient to timely perform part of or all of the obligations contained in these terms and conditions, governmental regulations or actions, strikes, damage to destruction in whole or part of manufacturing plant riots, terrorist attacks or incidents, civil commotions, warlike conditions, flood, tidal waves, typhoon, hurricane, earthquake, lightning, explosion or any other causes, contingencies, or circumstances within the United States and Canada not subject to the seller's control which prevent or hinder the manufacture or delivery of the products or make the fulfillment of these terms and conditions impracticable.





XTREME POLISHING SYSTEMS 1 YEAR WARRANTY

FORCE MAJEURE CONTINUED...

In the event of the occurrence of any of the foregoing, at the option of seller, seller shall be excused from the performance under these terms and conditions, or the performance of the seller shall be correspondingly extended. This document sets forth the terms and conditions pursuant to which the purchaser (consumer) will purchase and Xtreme Polishing Systems (seller) will set the products, accessories, attachments (collectively the "products") ordered by the purchaser. These terms and conditions shall govern and apply to the sale of seller's products to purchaser, regardless of any terms and conditions appearing on any purchase order or other forms submitted by purchaser to seller, or the inconsistency of any terms therein and herein.

RETURN OF DEFECTIVE PRODUCTS

Defective or failed material shall be held at the purchaser's premises until authorization has been granted by seller to return or dispose of products. Products that are to be returned for final inspection must be returned freight prepaid in the most economical way. Credit will be issued for material found to be defective upon seller's inspection based on prices at time of purchase.

LIABILITY LIMITATIONS

The remedies of the user set forth under provisions of warranty are the exclusive and total liability of Xtreme Polishing Systems with the respect to their sale or the equipment and service furnished hereunder, in connection with the performance or breach thereof, or from the sale, delivery, installation, repair or technical direction covered by or furnished under the sale, whether based in contract, warranty, negligence, indemnity, strict liability, or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based.

Xtreme Polishing Systems will not in any event be liable to the user, any successors in interest or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special, or punitive damages arising out of this sale or any breach thereof, or any defects on, or failure of, or malfunction of the equipment under this sale based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the equipment, cost of purchase or replacement power of claims of users or customers of the user for service interruption whether or not such loss or damage is based in contract, warranty, negligence, indemnity, strict liability, or otherwise.

Xtreme Polishing Systems reserves the right to modify, alter, and improve any part or parts previously sold without such modified, altered or improved part or parts. No person is authorized to give any other warranty or to assume any additional obligation on Xtreme Polishing Systems' behalf unless made in writing and signed by an officer of Xtreme Polishing Systems. Use only genuine Xtreme Polishing Systems parts and accessories for your own safety, the safety of others, and the life of your machine.

