

# AMIDA Light Tower

LIMITED PRODUCT WARRANTY (WESTERN HEMISPHERE)

**Eagle Lighting Inc. dba Amida Light Tower** ("Seller") warrants its new equipment manufactured and sold worldwide, to be free, under normal use and service, of any defects in manufacturing or materials for one (1) year commencing on the date on which such equipment is invoiced to the original purchaser or the date on which such equipment is first put into service, whichever occurs first; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees; and (2) a new machine registration certificate has been completed, signed and delivered to Seller within thirty (30) days of the equipment's in-service date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1)(i), (1)(ii) and (2) above have been met, then this warranty shall not cover the alleged defect. **Delivery inspection certificates are required to be completed, signed and delivered to Seller within one hundred twenty (120) days of the equipment's "in-service" date and on file with Seller's service department for warranty validation and processing.**

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Seller, upon inspection, to have been defective in material or workmanship. Such parts shall be provided at no cost to Buyer, FOB Seller's parts facility. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this limited product warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) other than genuine OEM Seller parts are used in the equipment.

Accessories, assemblies and components included in the Seller equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts including, without limitation, friction plates, glass, clutch and brake linings, filters, wire rope and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

#### **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever, or any liability for direct, indirect incidental, or consequential damages. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Seller.

**Parts Warranty:** Seller warrants the parts ordered from Seller's parts department to be free of defect in materials or workmanship for a period of one (1) year after whichever one of the following occurs first: (i) the date on which such part is invoiced to the original purchaser, (ii) the date on which such part is first put into service or (iii) the balance of the remaining new equipment warranty. With respect to parts ordered from Seller's parts department which are no longer covered under this limited product warranty because of lapse of time or usage, Seller warrants such parts to be free of defect in materials or workmanship for one (1) year after such parts are shipped from the factory.

**NO TRANSFERABILITY OF WARRANTY:** This warranty is limited to the original Buyer or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

#### **ITEMS NOT COVERED BY SELLER WARRANTY**

The following items are **NOT** covered under the Seller Warranty (the following list is not exhaustive):

1. Lamps, lenses, filters, consumable items, utility trailer decks, shop supplies.
2. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not an authorized Seller distributor.
3. Components which are not manufactured by Seller are not covered by Seller's warranty. Such components are covered only by the warranty, if any, that is provided by the manufacturer of such components. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, axles.
4. **Replacement of assemblies:** Seller has the option to repair or replace any defective part or assembly. It is Seller's policy to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
5. **Normal Operational Maintenance Services and Wear Parts:** Maintenance services and wear parts are excluded from warranty claims. Maintenance services and wear parts **not covered** include, but are not limited to, such items as: seals, gaskets, hoses, friction plates, glass, clutch and brake linings, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, breathers, belts, nozzles, adjustments of any kind, services supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time.
6. **Transportation cost and/or damage:** Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
7. **Deterioration:** Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. **Secondary Failures:** Should Buyer or the operator continue to operate a machine after it has been noted that a failure has occurred, Seller will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
9. **Workmanship of Others:** Seller does not accept responsibility for improper installation or labor costs or costs of any kind from personnel other than personnel authorized by Seller.
10. **Stop and Go Warranty:** Seller does not recognize "Stop and Go" warranties.
11. **Incidental or Consequential Damage:** SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY.

Customer's sole remedy shall be limited to (at Seller's sole option) repair or replacement of the defective part.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. This warranty shall not apply to any of Seller's equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of Seller. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

**IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT SELLER'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. IN NO EVENT SHALL SELLER, OR ANY SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, LOST PROFITS, LOST TIME, TOWING OR HAULING OF EQUIPMENT, RENTAL COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OR WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS.**