Manufacturer's Limited Warranty

G. A. BRAUN, INC. SYRACUSE, NEW YORK (the “Company”) hereby warrants all new equipment of its own manufacture to be free from defects in material and/or workmanship under normal use and service for a period of 18 months from the date of invoice or 2,100 operating hours, whichever is the first to occur. This WARRANTY applies only to equipment MANUFACTURED by the Company and does not cover components manufactured by others. This WARRANTY does not cover replacement of expendable, maintenance or other items subject to normal wear and deterioration such as conveyor belts, padding, seals, hoses, gaskets, o-rings, or friction materials for clutches and brakes. The replacement or repair of any part(s) is conditioned upon the purchaser’s return of the original part(s) to the Company f.o.b. manufacturing location (Fort Lauderdale, Florida or Syracuse, New York) within thirty (30) days of the Company’s shipment of the replacement or repaired part(s). Shipment of defective parts shall be at the expense of the purchaser. The Company shall not accept any parts returned to it which are incomplete, damaged (other than covered by warranty) or without a prior written authorization number from the Company. The warranty period on each replacement part furnished by the Company in fulfillment of its warranty shall be limited to the unexpired portion of the original warranty period on the part(s) replaced.

This WARRANTY extends only to the original purchaser and shall not apply to the failure of any part due to abuse or misuse (including operation under loads, speeds or electrical current characteristics other than those prescribed by the Company), accident damage, improper maintenance, abrasion, or damage by chemicals.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR ALL PRODUCTS SOLD BY THE COMPANY WHETHER OR NOT MANUFACTURED BY THE COMPANY.

The sole liability of the Company under this WARRANTY shall be the repair and/or replacement of component parts manufactured by the Company. In no event shall the Company be liable for damages, incidental, consequential or otherwise, from defects in the equipment manufactured by the Company or in equipment manufactured by others. All disputes with regard to this Warranty shall be exclusively litigated in the state court of appropriate jurisdiction in Onondaga County, New York, and shall be governed by substantive law of New York.

Despite the high quality of products manufactured and sold by the Company, the Company continuously strives to improve engineering design and performance. Consequently, the Company reserves the right to make changes in design and materials without assuming an obligation to make similar changes in any equipment covered by the terms of this WARRANTY.

February 27, 2003
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