

COVERAGE — RAUCKMAN UTILITY PRODUCTS (“RAUCKMAN”) warrants that each RAUCKMAN product purchased from RAUCKMAN or an authorized RAUCKMAN retailer, when properly used, will be free from defects in material and workmanship for a period of 1 year (12 months) from the date of purchase. The Purchaser’s sole and exclusive remedy under this limited warranty for defects in a RAUCKMAN product shall be the repair or replacement, in RAUCKMAN’s sole discretion, of the defective part or component.

NOT COVERED — This limited warranty does not apply to, and RAUCKMAN shall have no liability or responsibility in respect of, damages or expenses relating to defects caused by the failure to use, maintain or store the RAUCKMAN product as specified in the manuals or other literature supplied with the product.

This limited warranty also does not apply to, and RAUCKMAN shall have no liability or responsibility in respect of, damages or expenses relating to:

- A product purchased from any party other than RAUCKMAN or an authorized RAUCKMAN reseller;
- A product that has been altered or modified from factory specifications;
- Accidents, abuse or improper use, lack of reasonable or proper maintenance, repairs improperly performed or replacement parts or accessories not conforming to RAUCKMAN’s specifications and/or normal wear or deterioration occasioned by the use of the product;
- A RAUCKMAN product which has been misused, operated in a negligent manner, operated contrary to any instructions furnished by RAUCKMAN or operated in violation of applicable law or regulations; and
- Loss of time, loss of use, inconvenience, substitution costs or compensation for inconvenience or loss of use while the product is being repaired, or other matters not specifically covered hereunder.

PROCEDURE — In the event of a defect covered by this limited warranty, the Purchaser shall contact RAUCKMAN within ten (10) days of discovery of the defect. To obtain warranty service for your RAUCKMAN product, your specific and detailed claim must be reported to and received by RAUCKMAN within the applicable warranty period. The Purchaser is responsible for all expenses associated with transporting the RAUCKMAN product to and from the RAUCKMAN service location.

DAMAGES — Except as expressly provided by this warranty, **RAUCKMAN SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE RAUCKMAN PRODUCT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

DISCLAIMER — **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY.** This Agreement shall be the sole and exclusive remedy available to the Purchaser with respect to this purchase. In the event of any alleged breach of any warranty or any legal action brought by the purchaser based on alleged negligence or other tortious conduct by RAUCKMAN, the Purchaser’s sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of RAUCKMAN is authorized to modify, extend or enlarge this warranty.

TRANSFER OF LIMITED WARRANTY — This warranty is made by RAUCKMAN with only the original purchaser of the product and does not extend to any third parties. The unexpired portion of this limited warranty may not be transferred to a second purchaser.

APPLICABLE LAW — This warranty is governed by the laws of the State of Illinois. The exclusive jurisdiction and venue for any court action commenced by you under or relating to this limited warranty or any implied warranty(ies) shall be decided in the State Courts of Illinois, County of St. Clair. In the event RAUCKMAN prevails in any court action, you agree to reimburse RAUCKMAN for the expenses, including attorney’s fees and expenses of litigation, reasonably incurred by RAUCKMAN in defending against your claim.

OTHER RIGHTS — **Your acceptance of delivery of the warranted RAUCKMAN product constitutes your acceptance of the terms of this limited warranty.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

ENTIRE AGREEMENT — This document contains the entire warranty given by RAUCKMAN in respect of your RAUCKMAN product and there are no terms, promises, conditions or warranties regarding your RAUCKMAN product other than those contained herein. RAUCKMAN specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for RAUCKMAN any other obligation or liability with respect to RAUCKMAN products.

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