# LIMITED WARRANTY

# Effective March 1, 2020

Limited Warranty. Each product manufactured by CRYSTEEL MANUFACTURING, INC. ("the Company"), subject to the terms, conditions, and time periods specifically set forth below, is warranted against defects in material and workmanship, provided the product is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions provided by the Company. The applicable warranty period commences from the date of delivery to the end user or to a third-party renter of the product. If used for rental purposes by the Company, the applicable warranty period commences from the date the product is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period.

### This limited warranty is the sole and exclusive warranty given by the Company.

# STANDARD WARRANTIES (Total Warranty Durations)

For the first three (3) years following the commencement of the warranty period, 100% of materials and labor for repairs to defects in material and workmanship. Thereafter, for a period of two (2) years, 50% of materials and labor for repairs to defects in material and workmanship, determined by the then current retail parts price and shop labor rate, less applicable discounts of the Company's authorized repair location, if any.

#### PAINT, PRIMER AND FINISH WARRANTIES

Primer finished only products, one (1) year for failure of adhesion only. Unless delivered to end-user within six months of manufacture, product must be re-primed by distributor per paint manufacturer's specifications.

Washed, primed and topcoat painted, one (1) year from date of delivery to end-user.

Shot blast, primed and topcoat, two (2) years from date of delivery to enduser.

Shot blast, Z-Coat and top coat, 100% of materials and labor for three (3) years from date of delivery to end-user; thereafter, for a period of two (2) years, 50% of materials and labor determined by the then current retail materials price and shop labor rate, less applicable discounts of the Company's authorized repair location, if any.

## THIS PAINT, PRIMER AND FINISH WARRANTY SPECIFCALLY EXLUDES THE UNDERSIDE AND INTERIOR BODY WALLS AND FLOORS OF ALL PRODUCTS.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such product that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective by the Company. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

- 1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
- 2. Normal adjustments and maintenance services.
- 3. Any part not an original component of the product, or otherwise manufactured or supplied by Crysteel.
- 4. Failures resulting from the product being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
- 5. Repairs, modifications, or alterations without the express written consent of the Company, which in the

Company's sole judgment have adversely affected the product's safety, stability, operation or reliability as originally designed and manufactured. Material alternation or alterations of the product by any end user may, in the Company's sole discretion, void this entire warranty and all obligations contained herein.

6. Items subject to misuse, negligence, accident or improper maintenance, or in violation of any governmental law or regulation.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the product.

## THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual, statutory and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that any product or component thereof has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications and instructions accompanying delivery of the product. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

## **Revision History**

Name	Title	Date	Rev.	Change
Brent Engel	Quality Manager	2/20/20	А	New Document