



## FELCO INDUSTRIES

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Felco Industries  
Limited Warranty Policy  
July 24, 2009

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### **Limited Warranty**

Subject to the following terms, conditions and reservations, Felco Industries, Ltd. (herein "Felco") warrants its Products to be free from manufacturing defects in material and workmanship to the actual and original purchaser (other than for resale), lessee or renter (herein "Customer"), but only if such original purchase, lease or rental was made in the United States or Canada. As used herein, "Products" shall be those manufactured and sold new by Felco and shall include installation services and parts where such installation is performed or such parts are furnished by Felco.

### **Term**

The term of this warranty shall be ninety (90) days from the date of delivery of a Felco Product to Customer or, if later, the date installation is completed where Felco directly provides installation services of a Felco Product for Customer.

### **Other Warranties**

Manufactured components incorporated in Felco Products shall be warranted as stated herein as a minimum by Felco and by the manufacturer of the component according to its written warranty where such warranty extends beyond the term of Felco's warranty.

### **Exclusions**

Felco's responsibility and warranty applies only when the Product is installed, used, operated and maintained in accordance the (1) its published instructions and (2) the governing laws, ordinances and regulations of any local, state, dominion or federal authority and failure by the Customer in this regard shall invalidate this warranty. The Customer assumes the responsibility to be familiar with such published instructions; terms and conditions as set forth above. Installation service and parts by others is excluded. Alterations or modifications to the Product without the express written consent of Felco shall invalidate this warranty.

### **Scope**

Felco reserves the full right to determine if and to what extent warranty adjustments may be made for damage or breakage of parts. If such defect is determined by Felco to be covered under this or a component manufacturer's warranty, Felco will return the repaired or replacement part free of charge including prepaid transportation and will reimburse Customer's reasonable transportation expense of delivering the defective part to Felco. Such transportation expense shall be limited to those charges incurred within the US and Canada and shall not include any related to dockside or overseas shipments.

**FELCO SHALL NOT BE RESPONSIBLE FOR LABOR OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL CHARGES INCURRED BY CUSTOMER IN OBTAINING THE REPAIR OR REPLACEMENT OF A DEFECTIVE PART UNDER THIS WARRANTY. FELCO IS THE SOLE JUDGE OF WHETHER A PART OR REPAIR IS COVERED UNDER THIS WARRANTY AND WILL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR WORK PERFORMED WITHOUT FELCO WRITTEN AUTHORIZATION ACCORDING TO THIS POLICY. IN ADDITION, FELCO WILL NOT ASSUME ANY LIABILITY RESULTING FROM THE PROPER OR IMPROPER USE OF THEIR PRODUCTS INCLUDING ENVIRONMENTAL CLEANUP, PHYSICAL OR PROPERTY DAMAGE OR ANY OTHER COSTS RESULTING FROM USE.**

### **Procedure**

Customer shall provide notice to Felco at the above address prior to the expiration of the warranty term. If the foregoing term of this warranty has not expired, Felco shall provide Customer with a Return Authorization Number (RAN) and instructions for returning the defective part or other disposition. Customer, at its sole cost and expense, shall prepare, package and ship the part within thirty (30) days of the RAN and shall designate the RAN on the packing slip and bill of lading. Felco shall then make a determination as to whether or not the defective part is covered by warranty as stated herein and advise Customer accordingly. If the claim is invalid, Felco shall notify Customer in writing.

*FAILURE BY THE CUSTOMER TO STRICTLY ADHERE TO THIS PROCEDURE MAY INVALIDATE THE WARRANTY.* In the event, the repaired or replacement part including transportation charges shall be billed to Customer on open account for payment in accordance with credit terms established and Felco shall be under no obligation to reimburse Customer's transportation charges. In the event that Customer fails to obtain a RAN and absent clear evidence of filing a timely claim, it shall be presumed that Customer did not provide timely notice to Felco and such claim shall be invalid.

### **Disclaimer**

Except as expressly stated herein, *FELCO MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE.* Felco shall not, under any circumstances, be liable for loss of anticipatory profits or for any special, indirect, incidental or consequential damages resulting from a breach of warranty.

No person is authorized to give any other warranties or to assume any other liability on Felco's behalf unless made or assumed in writing by Felco. Felco specifically disclaims any responsibility for any damages of any kind or description, whether to person or property, in anyway connected with or arising out of the use of its Product.

Effective July 24, 2009