



PRODUCT and SERVICE WARRANTY 2017

I. PRODUCT WARRANTY

"Powers Bros. Machine Products" covered under this WARRANTY are warranted to be free from defects in materials and workmanship, when installed and used in the manner for which they are intended, for a period of 12 months from Powers Bros. shipment date. Products characterized by Powers Bros. as having been Remanufactured are covered by this Warranty the same as newly manufactured Powers Bros. Products. "Powers Bros. Products" include: (i) products manufactured by Powers Bros., as well as parts or components of such products as are manufactured exclusively for Powers Bros., by any other party, to Powers Bros. specifications and drawings produced by Powers Bros.. "Non- Powers Bros. Products" not covered by this Warranty, include: (i) products supplied by Powers Bros. manufactured by another party. Such Non- Powers Bros. Products are resold by Powers Bros. in their original form and are not modified by Powers Bros. in any way. Purchaser's remedy for defective Non- Powers Bros. Products shall be limited to the applicable warranty of the manufacturer or supplier.

II. POWERS BROS. SERVICE WARRANTY

Powers Bros. warrants its Services, such as overhauls, repairs, site supervision and installation services, including WARRANTY Services, to be free from defects in materials and workmanship for a period of 12 months from the date of service completion/startup. Powers Bros. Products installed as part of a Service provided, will be covered by this WARRANTY for a period of 12 months from date of installation. Following WARRANTY Services, the period of warranty coverage for the unexpired portion of the PRODUCTS WARRANTY shall also apply.

III. LIMITATIONS

The sole obligation of Powers Bros. hereunder is to repair or replace, at its option, and without charge, any Powers Bros. Product which is defective, or, in the case of defective Services, to reperform such Services. Other than the foregoing repair, replacement, or reperformance, the purchaser shall have no other remedy against Powers Bros., and Powers Bros. shall not be liable for loss or damage arising from statute, law, strict liability in tort, or negligence resulting from any defect in a Powers Bros. Product or in Powers Bros. Services, even though the defect was caused by negligence, breach of warranty or strict liability in tort of Powers Bros.. **IN NO EVENT SHALL POWERS BROS., INC. BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES**

INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS OF USE OF ANY EQUIPMENT, INSTALLATION, SYSTEM, OPERATION OR SERVICE INTO WHICH THE EQUIPMENT, PARTS OR MATERIALS MAY BE PUT, OR THE SERVICES PERFORMED. THIS LIMITATION ON VENDOR'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE GOODS OR SERVICES DELIVERED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY OR OTHERWISE. In any event, Powers Bros. shall not be liable for incidental and /or consequential damages including loss of income or profits, lost sales, or economic loss.

IV. CONDITIONS

Such repair, replacement, or reperformance will be affected at a location of Powers Bros. choice (including Powers Bros. plants and service facilities, Powers Bros. subsidiary plants, or authorized service facilities). In replacing any Powers Bros. Product pursuant to this WARRANTY, Powers Bros. may replace such Powers Bros. Product with a modified or improved product or component. Purchasers claiming warranty service should contact the Customer Service department at its Montebello, CA facility.

V. OTHER EXCLUSIONS

This WARRANTY does NOT APPLY TO:

- Powers Bros. Products which, in Powers Bros. opinion, have been damaged by misuse, misapplication, negligence, or accident.
- Powers Bros. Products on which disassembly and/or repairs have been attempted without prior authorization from Powers Bros.
- Any Powers Bros. Product if any component part has been repaired or replaced by any part not manufactured or furnished by Powers Bros.
- Products or Services, totally or partially, under the condition of customer furnished engineered specifications/design and/or procedures for lack of serviceability resulting from faulty engineered specifications/design and/or procedures.

Apart from the obligations set forth herein (unless otherwise agreed in writing) Powers Bros. makes no other warranty or condition, expressed or implied (by statute, common law, trade usage or otherwise) and specifically excludes the implied warranties of merchantability and fitness for a particular purpose, as well as all other warranties expressed or implied.