

## **FORMER EQUIPMENT LIMITED WARRANTY**

Former Equipment, Inc., a Wisconsin corporation (“**Former Equipment**”) makes the following **LIMITED WARRANTY**. This **LIMITED WARRANTY** extends only to the original purchaser (the “**Purchaser**”) of this machine (the “**Former Equipment Machine**”). This Limited Warranty is not transferrable.

**LIMITED WARRANTY.** Former Equipment warrants your Former Equipment Machine against defects in material or workmanship for a period of twelve (12) months from the date of purchase or 2080 hours, whichever first occurs. If a defect in material or workmanship is discovered within twelve (12) months from date of purchase, Purchaser must promptly (but within 30 days from the date of such discovery) notify Former Equipment for verification of the defect. Upon verification of any such defect in materials or workmanship, Former Equipment, as its sole liability and in lieu of any direct, indirect or consequential damages, will repair or, at its option, replace defective components of the Former Equipment Machine without charge to the Purchaser; provided, however, that if the Former Equipment Machine needs to be returned to Former Equipment for repair, the Purchaser will be responsible for all transportation and insurance of the Former Equipment Machine during transit.

**CONDITIONS OF LIMITED WARRANTY:** Former Equipment’s liability to the Purchaser under this Limited Warranty is subject to the following terms and conditions:

- A. Purchaser must complete and transfer the Limited Warranty Registration Information to Former Equipment upon installation.
- B. The Former Equipment Machine must be installed by Former Equipment or a Licensed Former Equipment Representative according to Former Equipment’s installation instructions and according to all codes adopted by federal, state, or local governments.
- C. The Purchaser must provide written notice to Former Equipment within 30 days after discovery of any claimed defect or failure covered by this Limited Warranty and before beginning any permanent repair.
- D. Warranties cannot be registered and are not valid until training classes have been completed by Purchaser at Former Equipment.

**EXCLUSIONS TO LIMITED WARRANTY.** This Limited Warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, shipping, handling, or installation of the Former Equipment Machine; (b) neglect; (c) abuse; (d) misuse; or (e) unauthorized repairs or alterations to the Former Equipment Machine. This Limited Warranty also excludes components of the Former Equipment Machine that are designed for limited cycles.

DISCLAIMER: The statements in this Limited Warranty constitute the only warranty extended by Former Equipment for the Former Equipment Machine. FORMER EQUIPMENT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF FORMER EQUIPMENT OR THE LICENSED FORMER EQUIPMENT REPRESENTATIVE OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE FORMER EQUIPMENT MACHINE OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT, OR REPAIR.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FORMER EQUIPMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OF THE FORMER EQUIPMENT MACHINE, FROM THE USE, MISUSE, OR INABILITY TO USE THE FORMER EQUIPMENT MACHINE OR FROM DEFECTS IN THE FORMER EQUIPMENT MACHINE.

SETTLEMENT OF CLAIM. Any refund or replacement by Former Equipment under this Limited Warranty shall constitute a full settlement and release of all claims of the Purchaser for damages or other relief and shall be a complete bar to any litigation filed subsequent to the Purchaser's acceptance of such refund or replacement.

MODIFICATION OR DISCONTINUATION OF MACHINES: Former Equipment reserves the right to modify, or discontinue, (whether completely or partially) any of its machines without notice and shall not be liable as a result of such modification or discontinuation.

**LIMITED WARRANTY REGISTRATION**

The Purchaser should assure that its name and address are on file with Former Equipment by completing the Registration Information below – mail a copy to Former Equipment within 30 days of purchase. Mail to 8915 58<sup>th</sup> Place, Kenosha, WI 53144.

Former Equipment Machine Model No.: \_\_\_\_\_ Serial No.  
\_\_\_\_\_

Purchaser's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature) (Title)

Installation Date: \_\_\_\_\_ Installation Address: \_\_\_\_\_

Installing Dealer: \_\_\_\_\_

Installation Code: \_\_\_\_\_  
(See Reverse Side for Codes.)

Authorized Former Equipment Dealer:  
\_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed name) (Signature) (Title)

Former Equipment Inc., Web Address: [www.Former Equipment.com](http://www.Former Equipment.com)

**THIS FORM MUST BE PROPERLY COMPLETED AND RETURNED TO FORMER EQUIPMENT AT TIME OF INSTALLATION.**