

WARRANTY
Two Harbors Machine Shop, Inc.



Two Harbors Machine Shop, Inc, warrants to the Distributor and/or original Buyer that: (i) the structural components of each new SERCO hydraulic knuckleboom loader will be free from defects in material and workmanship under proper use, maintenance, and service for a period of 6000 hours of use or three (3) years from the first day in service; and (ii) the remaining parts of each new SERCO hydraulic knuckleboom loader will be free from defects in material and workmanship under proper use, maintenance, and service for a period of 3000 hours of use or two (2) years from the first day in service; provided that in each case the first day in service is not later than one (1) year from delivery to the Distributor and/or original Buyer, whichever occurs first. Two Harbors Machine's sole obligation under this warranty is limited to repair or replacement of any such defective parts.

Two Harbors Machine warrants to the Distributor and/or original Buyer all new SERCO attachments and grapples it manufactures will be free from defects in material and workmanship under proper use, maintenance, and service for a period of one (1) year and unlimited hours from the first day in service provided that the first day in service is not later than one (1) year from delivery to the Distributor and/or original Buyer, whichever occurs first. Two Harbors Machine's sole obligation under this warranty is limited to repair or replacement of any such defective parts.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, TWO HARBORS MACHINE SHOP, INC. HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE. TWO HARBORS MACHINE SHOP, INC. DOES NOT EXTEND THE FOREGOING WARRANTY, AND BUYER MAY NOT TRANSFER IT, TO THIRD PARTIES. THE REMEDIES SET FORTH IN THIS SECTION 2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY.

Any product alleged to be defective must be returned to Two Harbors Machine through an authorized distributor with transportation charges prepaid for inspection by Two Harbors Machine to confirm the alleged warranty claim.

Two Harbors Machine warranty does not cover:

1. Normal maintenance and wear items to including but not limited to filters, oil, seals, bushings etc.
2. Damage caused by abuse, neglect, overloading, inadequate maintenance, improper operation or use, or unauthorized alterations.
3. Damage or deterioration due to normal use, wear, tear, exposure or corrosion.
4. The labor required to remove a defective part and reinstall a replacement part.
5. Freight charges, the cost of other non-defective parts which must be replaced in order to fix the defect (for example : gaskets, bushings, hoses, clamps), costs for a service technician to travel to the equipment location.

6. Components not manufactured by Two Harbors Machine Shop, Inc., The warranty of the respective manufacturers of these components shall apply and may differ from that of the SERCO product.

Liability or obligation on the part of Two Harbors Machine Shop, Inc., for losses, damages, or expenses of any kind arising from the design, manufacture or sale of the product covered by this warranty is limited to an amount not exceeding the cost of correcting the defect and at the end of the warranty period all liability shall terminate.

TWO HARBORS MACHINE SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR LOSS OF USE OF THE SERCO PRODUCT, LOSS OR DAMAGE TO PROPERTY OTHER THAN THE SERCO PRODUCT, LOSS OF PROFITS OR OTHER COMMERCIAL LOSS, OR SPECIAL OR CONSEQUENTIAL DAMAGES (EXCEPT LIABILITY FOR CONSEQUENTIAL DAMAGES WHICH BY LAW MAY NOT BE DISCLAIMED).

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