

Limited Warranty

The Caldwell Group, Inc., an Illinois corporation with principal offices at 5055 26th Avenue, Rockford, IL 61109, hereinafter referred to as "Warrantor", warrants that its workmanship in the fabrication and assembly of its products shall be free from defects for a period of two years (2) from date of this delivery. The warranty extends to the workmanship and labor performed by Warrantor used in the fabrication and/or assembling of the finished product.

A. The warranty created herein is subject to strict compliance with each of the following CONDITIONS.

1. This warranty covers defects in workmanship and labor in the fabrication and assembly of the product: it includes materials, parts or items manufactured by any other person or entity and used in assembling the finished product.
2. Any defect must become apparent within two years (2) from date of this delivery.
3. The Purchaser must give Warrantor written notice of any defect within the two years (2) period via certified mail, return receipt requested.
4. Purchaser should deliver the assembled product to the premises of the Warrantor for repair at Warrantor's sole expense after contacting Warrantor for a return authorization number.
5. The returned unit must have the original nameplate attached to the unit for positive identification
6. Warranty is non-transferable.

B. If each of the above CONDITIONS are met, Warrantor will make all necessary repairs to cure any defective workmanship or labor in said assembled product or at Warrantor's sole discretion replace said product or refund the purchase price. These repairs shall be made as soon as is reasonably possible. No allowance shall be made to Purchaser for loss of use during the time necessary for repairs. In no event shall the warranty be held to include or cover any incidental, indirect, special or consequential damages.

C. The following EXCLUSIONS are not covered by this warranty:

1. Damages due to neglect by Purchaser.
2. Damages due to lack of proper maintenance or to misuse by Purchaser. This warranty shall be voided due to unauthorized repairs or replacement parts.
3. Damages due to act of God or other unforeseen accident or cause beyond the control of Warrantor.
4. Any incidental, indirect, special or consequential damages.

D. Warrantor warrants any product which it fabricates and/or assembles to be free from defects in workmanship and labor for a period of two years (2) from date of this delivery, provided that the above CONDITIONS and EXCLUSIONS shall apply to this warranty for the services rendered in fabrication and/or assembling the finished product.

E. THERE ARE NO FURTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

F. LIMITATION OF LIABILITY. PURCHASER'S SOLE REMEDY FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED BY WARRANTOR TO PURCHASER AND ANY OTHER PERFORMANCE BY WARRANTOR, OR WITH RESPECT TO PURCHASER'S USE THEREOF, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDY PROVIDED IN THIS LIMITED WARRANTY AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT. IN NO EVENT SHALL WARRANTOR'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES FURNISHED EXCEED THE CHARGES PREVIOUSLY PAID BY PURCHASER TO WARRANTOR FOR SUCH PRODUCTS OR SERVICES.