



## MacNeil Wash Systems Warranty - April 21, 2010

MacNeil Wash Systems warrants that equipment manufactured by MacNeil Wash Systems is to be free from defects in materials and workmanship for a period of one year. All components assembled to MacNeil equipment that are manufactured by others are warranted by that manufacturer and subject to that manufacturer's limited warranty. Contact MacNeil for specific information on other Component's manufacturer's terms. Pro-Coat Finish superstructure components are also covered against corrosion for a period of one year. All weldments on MacNeil manufactured equipment are warranted for the usable life of the equipment. This limited warranty is not assignable or transferable and begins from the earlier of the commissioning date or the warranty registration date, but in any event the start date must be no later than 90 days of the shipping date of the equipment. MacNeil's liability shall be limited to repair or replacement of materials found to be defective, and this limited warranty is non-cumulative. The Purchaser must provide MacNeil with immediate written notice when any defects are found, and MacNeil reserves the right to require the return of the defective material to establish Purchaser's claim. Neither labor nor transportation charges are included in this limited warranty. Transportation damage claims are to be submitted to the carrier of the damaged materials.

This limited warranty is based on the Purchaser's reasonable care and maintenance of the warranted equipment, and does not apply to any equipment that has been altered or modified in any way. This limited warranty does not apply to any equipment that has been subject to misuse including, but not limited to, exposure to harsh chemicals and/or water conditions, neglect, accident or third parties damage. It does not apply to any equipment which has been repaired or altered by anyone not authorized by MacNeil. Further, the equipment must be properly installed in accordance with all specified plumbing, electrical and mechanical requirements. This limited warranty does not apply to normal wear and tear or routine maintenance components.

Except as expressly stated herein, MacNeil shall not be liable for damages of any kind in connection with the purchase, maintenance, or use of this equipment including loss of profits and all claims for consequential damages. The limited warranty expressed herein is in lieu of all other warranties expressed or implied. MacNeil neither assumes nor authorizes any person to assume for it any other obligation or liability in connection herewith.