

# SUPERIOR ENGINEERING, INC.

## ATTACHMENT WARRANTY

SUPERIOR ENGINEERING WARRANTS ITS NEW LIFT TRUCK ATTACHMENTS TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE AND SERVICE FOR A PERIOD OF SIX (6) MONTHS FROM DATE OF DELIVERY TO ORIGINAL PURCHASER.

SUPERIOR ENGINEERING WARRANTY LIABILITY IS LIMITED SOLELY TO REPAIR OR REPLACEMENT OF ANY PART OR EQUIPMENT RETURNED TO OUR PLANT, FREIGHT PREPAID, AND DETERMINED BY US TO BE DEFECTIVE. SUPERIOR ENGINEERING SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

EXCEPT FOR REMOVAL OF DEFECTIVE PARTS AND REPLACEMENT WITH PARTS SUPPLIED BY SUPERIOR ENGINEERING, THE WARRANTY FOR ANY PART OR EQUIPMENT WILL BE VOID IF AN ATTEMPT IS MADE BY ANYONE TO ALTER, REPAIR, OR DISASSEMBLE THE ITEM WITHOUT THE AUTHORITY OF SUPERIOR ENGINEERING.

SUPERIOR ENGINEERING MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL CLAIMS BASED ON MISUSE, NEGLIGENCE, STRICT LIABILITY, IMPROPER MAINTENANCE, OR OTHERWISE, ARE HEREBY DISCLAIMED BY SUPERIOR ENGINEERING AND EXCLUDED FROM THIS AGREEMENT.