

## **LIMITED MANUFACTURER'S WARRANTY FES 310**

EquiNew, LLC is proud to produce only high-quality products with exceptional customer service. If you experience any difficulties with the performance of your product, please do not hesitate to contact the company and we will make every effort to promptly resolve your concerns.

**A. The warranty provided by EquiNew, LLC ("Company") under this Agreement applies to the first retail purchaser only, beginning on the date of purchase, and includes the following terms:**

- i) 1-year warranty of the FES310 system ("Equipment") to include all repairs due to general defects in materials and workmanship, including all materials and components used in the Equipment's construction;
- ii) The company will repair or replace your Equipment free of charge in the event of a breakdown due to defective parts or software during the warranty period;
- iii) The Company reserves the right to replace the Equipment with Equipment of the same or similar make and specifications in lieu of repairing the defective Equipment;
- iv) Purchaser must notify EquiNew, LLC of any defects and obtain Return Authorization before shipping the Equipment to the company for resolution of the problem;
- v) Any repairs will be performed by the Company at the Company's address;
- vi) Return shipping costs will be paid in full by the Company for any Equipment returned that is under warranty;
- vii) This warranty may not be transferred to a second or subsequent owner;
- viii) Any oral statements made by sales personnel or other employees of EquiNew, LLC do not constitute warranties and should not be relied upon by the purchaser and are not part of the contract of sale. No other warranties are given beyond those set forth herein.

**B. The warranty provided by EquiNew, LLC under this Agreement does not apply to or include:**

- i) Damage caused by failure to provide a suitable environment for the Equipment, including but not limited to the failure to provide a temperature above freezing and below 100 degrees;
- ii) Damage caused by use of the Equipment for other than the purpose for which it was designed;
- iii) Damage arising from failure to follow the Company's instructions;
- iv) Damage caused by fire, heat, explosion, water, lightning, frost or other inclement weather conditions; electrical surges or brownouts; neglect or misuse; theft; or attempted theft;
- v) Damage due to alterations, which shall include but not be limited to any deviation from the Equipment's physical, mechanical or electrical design; opening the case voids all warranties;
- vi) Cleaning or routine servicing;
- vii) Cosmetic damage such as damage to the paint work or dents or scratches to the Equipment;
- viii) Damage due to rust, corrosion or water;
- ix) Any guarantee whatsoever that a particular piece of Equipment will achieve a certain level of performance;
- x) Costs arising from the Purchaser being unable to use the Equipment, damages caused by equipment failure, travel expenses, or loss of time or income due to equipment failure;

**Due to a continuing program of product development and improvement, EquiNew, LLC reserves the right to change Equipment specifications, features and prices without notice.**

## LIMITATION OF LIABILITY

### **EquiNew's entire limitation of liability and the Purchaser's exclusive remedy shall be as follows:**

In all situations when the Equipment has been returned to the Company due to performance or non-performance of the Equipment furnished under this Agreement, the Purchaser's remedy is limited to the adjustment or repair of the equipment, or replacement of its parts, or at the option of EquiNew, LLC, replacement of the equipment. In the event Equipment is returned within 30 days of purchase, EquiNew, LLC shall promptly refund to the Purchaser the total Purchase Price of the Equipment.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY'S LIABILITY TO PURCHASER OR ANY END USER OR THEIR INSURERS FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, DAMAGE ASSOCIATED WITH USE OF THE EQUIPMENT, OR OTHER ITEMS PURCHASED FROM THE COMPANY, SERVICES OR CLAIMS OF PURCHASER'S CUSTOMERS FOR SUCH DAMAGE, EXCEED THE COST PAID FOR THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM

In no event will EquiNew, LLC be liable to Purchaser for any incidental, consequential or special damages such as, but not limited to; damage to or loss of other property, claims of customers of the Purchaser, any lost profits, cost of purchased or replacement goods, failure to warn and/or instruct others about the Equipment, or lack of usability of the Equipment, lost savings or other incidental or consequential damages arising out of the use or inability to use the equipment by the Purchaser or a customer of the Purchaser; even if EquiNew, LLC has been advised by the Purchaser of the possibility of such damages, or any claim by a customer of the Purchaser.

EquiNew does not endorse, represent or warrant the accuracy or reliability of any of the information, content, advertisements or other materials contained on, distributed through, or linked, downloaded or accessed from our service. EquiNew does not endorse, represent or warrant the quality of any products, information or other materials displayed, purchased, or obtained as a result of or in connection with the service, and we do not endorse, represent or warrant the service, security or practices of any of the vendors whose products or services are included on the service, other than as provided in the previously stated warranties. Any reliance upon any information, content, advertisements, materials, products, services or vendors included on or found through the service shall be at the user's sole risk.

### GENERAL DISCLAIMER

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE APPEARING IN THIS AGREEMENT AND THERE ARE NO IMPLIED WARRANTIES, EITHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH EITHER THE PURCHASE OF THE EQUIPMENT OR ANY EXERCISE OF THE OPTION TO LEASE HEREUNDER.

**In the event of the lease or purchase of the Equipment by Purchaser to a third party, Purchaser agrees to notify such party that he/she is limited to the Manufacturer's Limited Warranty, as its sole and exclusive warranty for the Equipment. In that event, Purchaser agrees to hold Company harmless for any claims by such third party, which exceed the scope of Manufacturer's Limited Warranty.**

The warranty provided herein is in lieu of all other express warranties, whether written, oral, implied or statutory and may not be modified by anyone. No statutory warranty of merchantability or fitness for a particular purpose shall apply. The preceding paragraphs set forth the exclusive remedies for claims based on defect in, or failure of, products, whether the claim is in contract, indemnity, warranty, tort, negligence, strict liability or otherwise and however instituted. **To the extent allowed by law, any implied warranties, including any implied warranties of merchantability or fitness for a particular purpose are limited as set forth in this written warranty.** Correction of non-conformities, in the manner and for the periods of time as set forth above, shall constitute fulfillment of all liabilities of EquiNew, LLC to the purchaser whether based on contract, negligence or otherwise.

Some states do not allow limitations on how long an implied warranty lasts or the exclusions or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights; you may have other legal rights, which vary from state to state.

### Warranty Contact Information:

EquiNew, LLC  
N8139 900<sup>th</sup> St  
River Falls, WI 54022  
715 222-8279