



# **SCHWING AMERICA INC.**

## **PRODUCT WARRANTY**

Schwing America, Inc. ("Schwing") warrants its new equipment against defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence or accident, for a period of one year from the date of purchase

Schwing will, at its option, replace or repair free of charge, FOB Schwing warehouse such part or parts thereof as in its reasonable judgement shall be deemed defective. Your Schwing equipment is designed to operate with only Schwing OEM products. Use of other products may void the warranty and may not be covered by the Schwing warranty. This warranty does not obligate Schwing to bear the cost of transportation of such parts to or from Schwing warehouse.

This warranty shall not apply to any equipment manufactured by Schwing which shall have been loaded or operated beyond its rated capacity as specified by Schwing. Damage resulting from improper installations, alterations or neglect of recommended maintenance will be considered as misuse and not as a defect. Certain parts of the equipment, such as but not limited to, the pumping cylinders, pumping rams, concrete pump systems, mixer drums, chutes, etc., are subject to normal wear. This normal wear is not covered under this warranty.

On boom units, structural components such as weldments provided by Schwing are warranted on a limited, prorated basis for a period of ten years provided current structural inspections have been conducted and necessary repairs have been made in accordance with the American National Standard, ASME 830.27, Material Placement Systems.

All warranties must be submitted within sixty days of the invoice. Exceptions will be made for stock parts orders. Spare parts are warranted for a period of six-months and subject to the same limitations as new equipment. No labor will be granted for equipment out of the warranty period.

**SCHWING SHALL HAVE NO LIABILITY TO THE BUYER OF SUCH EQUIPMENT OR OTHER PERSON FOR INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF SCHWING SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE.** For all other purposes hereof, the term "consequential damages" shall include lost profits, penalties, delay damages, liquidated damages or other damages and liabilities which the buyer shall be obligated to pay or which the buyer may incur based upon, related to or arising out of its contracts with its customers or other third parties. In no event shall Schwing be liable for any amount of damages in excess of the amounts paid by the buyer for goods or services as to which a breach of contract has been determined to exist. The parties expressly agree that the price for the goods and the services was determined in consideration of the limitation on damages set forth herein and such limitation has been specifically bargained for and constitutes an agreed allocation of risk which shall survive the determination of any court of competent jurisdiction that any remedy herein fails of its essential purpose. Schwing reserves the right to make changes and improvements in its product without incurring any obligation to install any such changes or improvements in its products previously manufactured.

Schwing makes no warranty of its outside purchased components or accessory equipment such as, but not limited to, truck chassis, engines, transmissions, gear cases, tires, wheels, tools, etc., the same being subject to the warranties of their respective manufacturers.

Without limiting the generalities of the foregoing THERE IS NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO NEW CONCRETE EQUIPMENT AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

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