

LIMITED WARRANTY

Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months provided the machine is used in a normal and reasonable manner. This limited warranty is applicable only to the original user-purchaser for a period of twelve (12) months (as measured from the date of delivery to the original user-purchaser) and is not transferable.

During the Limited Warranty Period ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO.

The ESCO Limited Warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ESCO, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
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