



SPINDLE PARTS AND SERVICE, LLC

LIMITED WARRANTY

1. Provided that Customer has fully paid for the Product, SPS SPINDLE PARTS AND SERVICE, LLC ("SPS") expressly warrants that for a period of one (1) year from the date of shipment, it will do one or both of the following:
 - a. Without charge, make a prompt investigation of the warranty request; and if SPS determines in its judgment that such defects were caused by the misuse, neglect, improper installation, repair, or alteration by the Customer, repair the Product at prevailing rates.
 - b. If after investigating the warranty request, SPS finds that the Product contained defective material or workmanship rendering the Product unfit for its intended purpose, it will, at its expense, perform the required services and/or obtain the required replacement parts necessary to remedy the defects. The cost of freight and/or shipping charges for any parts supplied or returned under this warranty will be borne by the Customer.
2. THE WARRANTY PROVIDED HEREIN IS THE EXCLUSIVE WARRANTY MADE BY SPS; AND ALL OTHER RIGHTS, CLAIMS, OR CAUSES OF ACTION ARE WAIVED BY CUSTOMER. THERE ARE NO OTHER WARRANTIES - EXPRESS OR IMPLIED - OTHER THAN THE WARRANTY MADE HEREIN. SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. SPS's liability under this warranty shall be limited, at the discretion of SPS, solely to repair or replacement of the product or the issuance of credit or the refund of the purchase price to the Customer.
4. SPS will not be liable under this express warranty unless Customer notifies SPS, in writing, of a specific Product defect within one (1) year from the date of shipment of the Product and provided that Customer has paid in full for the Product.
5. In no event shall SPS be liable to Customer for loss of profits, loss of use, removal or installation costs, or damages of any kind based upon a claim for breach of warranty or for faulty workmanship or materials, including without limitation consequential damages and incidental damages.

Customer agrees to save SPS harmless from any liabilities, claims, or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made by anyone for injuries to person and/or damage to property growing out of or incident to the case of this equipment. SPS's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise from SPS's rendering of technical assistance or service in connection with Customer's order of the Product. Any claim made by customer under this express warranty shall be brought only in the Hillsborough County Superior Court of New Hampshire, or the New Hampshire District Court.