

# **Brothers Equipment Inc.**

## **LIMITED WARRANTY**

Brothers Equipment Inc. warrants the reservoir, pump, hydraulic control valve, and hydraulic cylinders against operational failure caused by defective material or workmanship, **which occurs during normal use within one (1) years from date of shipment from our factory on all NEW equipment purchases, and 90 days of aftermarket part sales**

Brothers Equipment Inc. warrants all other products of its manufacture against operational failure caused by defective material or workmanship, **which occurs during normal use within one year for new equipment and 90 days on aftermarket parts from date of shipment from our factory.**

Brothers Equipment Inc. will replace all parts of our manufacture free of charge that our inspection at our factory shows to us to be defective in accordance with the above paragraph. **Written permission must be obtained from authorized Brothers Equipment Inc. personnel for any repairs performed other than in our factory.** All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence to be allowed.

All products purchased by Brothers Equipment Inc. from an outside vendor shall be covered by the warranty of that respective vendor only, and Brothers Equipment Inc. does not participate in or obligate itself to any such warranty.

No freight, travel cost, meals, lodging, or loss of hydraulic oil shall be covered by this warranty, all labor costs allowed shall be in accordance with Brothers Equipment Inc. established rate; in case of alleged defect, product shall be returned to Brothers Equipment Inc. with transportation charges prepaid. No freight collect shipment will be accepted.

Brothers Equipment Inc. makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform.

DISCLAIMER OF WARRANTIES. THE LIMITED AND CONDITIONAL WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, EITHER EXPRESS OR IMPLIED, HEREIN OR ELSEWHERE, OR WHICH MIGHT ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY SPECIFIED OR INTENDED PURPOSE.

LIMITATION OF REMEDIES AND LIABILITY. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST BROTHERS EQUIPMENT SHALL BE THE REMEDY OF DEFECTS IN PRODUCTS DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN, BROTHERS EQUIPMENT INC.'S LIMITED WARRANTY SET FORTH ABOVE. BROTHERS EQUIPMENT INC.'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCTS OR SERVICES OF BROTHERS EQUIPMENT INC.. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL ACE EQUIPMENT SALES BE LIABLE IN CONTRACT, TORT OR EQUITY FOR ANY LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER.

All claims shall be processed through the Brothers Equipment Inc. Customer Service Department or your authorized Brothers Equipment Inc. dealer.

Brothers Equipment Inc.

Revised 1/10/2016

## RECEIPT FOR EQUIPMENT

TRAILER/Body Model : \_\_\_\_\_ S/N: \_\_\_\_\_

Possession of this equipment was taken on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, at \_\_\_\_\_ o'clock P.M.

Purchaser Signature \_\_\_\_\_

Purchaser Print \_\_\_\_\_

Purchase Company \_\_\_\_\_

Company Address \_\_\_\_\_

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