



WARRANTY POLICY

Subject to the following terms and conditions, Galfab warrants, to the original customer for use, and under this Warranty, that Galfab Equipment shall be free from manufacturing defects in material and workmanship for twenty four (24) months from the date of invoice

All claims shall be submitted in writing to a repair facility designated by Galfab and accompanied by proof of purchase and the parts claimed defective, with shipping and insurance costs prepaid by the customer. Galfab may, at its option, repair or replace any parts it determines to be defective; replacement parts may be new or reconditioned and shall not extend the warranty period. Warranty for replacement parts is limited to the remaining portion of the original warranty or warranted for thirty (30) days from date of shipment, whichever is later. Labor costs associated with warranty service are not covered. This Warranty is nontransferable and all claims, proofs of purchase and parts must be received by Galfab at or prior to the end of the applicable warranty period. Return shipping and insurance costs for claims properly submitted and determined by Galfab to be entitled warranty service may be borne by Galfab in Galfab's sole discretion; return shipping and insurance costs for all other claims shall be prepaid by the customer.

This Warranty does not cover:

- Damage due to excessive use (exceeding 1,200 annual cycles), neglect, misuse, improper maintenance, overloading, accident or improper installation.
 - Equipment which has been modified or which have been repaired or serviced (other than routine maintenance) by any party not specifically authorized by Galfab.
 - Any damage or malfunction due to improper maintenance or repairs (including warranty repairs) performed by a service facility that is not Galfab or Galfab Service Partner and is found by Galfab in its sole determination not to be competent in the maintenance or repair of Galfab Equipment. This may include Purchaser's own service facilities.
- Damage due to normal wear and tear, exposure to chemicals or solvents, improper protection or storage, vandalism, wildlife, acts of God, operation or use not in strict accordance with operator's manual and instructions.
- Normal operating costs, including but not limited to routine maintenance, adjustments and consumables.
- Products or parts not manufactured by Galfab including but not limited to engines, vehicles, special equipment accessories, pumps, pto's, hydraulic valves, tarping systems, tires and fittings. Such products are only covered by the standard warranty, if any, provided by the manufacturer of such parts and Galfab assumes no responsibility with respect to such products.
- Any consequential, incidental, special or other indirect damages in any form, including but not limited to loss of income and costs of vehicle rental, vehicle towing, road calls or travel time. Purchaser hereby expressly agrees that Galfab will not be liable for any such costs or charges

No claim for warranty will be accepted if product registration is not completed, the serial number has been removed, defaced, or altered, or if the equipment has been subject to (1) alterations or modifications not approved in writing by Galfab; (2) neglect, unauthorized repair, misuse, accidents, lack of proper maintenance, improper installation, repairs or replacements; (3) use of parts or service that do not conform to Galfab's specifications in Galfab's sole judgment; (4) continued use after a problem has been identified that requires immediate attention; or (5) if payment for the equipment or any service actions are in default from any party to Galfab.

****FAILURE TO FOLLOW INSTRUCTIONS WILL RESULT IN DELAY AND MAY RESULT IN DENIAL OF CLAIM.****

Only trained and qualified personnel must operate all equipment covered by this warranty. Purchaser agrees, indemnifies and holds harmless Galfab from and against all claims, loss damages and liability, including without limitation for personal injury, property damages or commercial loss of whatever kind directly or indirectly arising from or relating to the hazards inherent in Purchaser's facilities or activities. There are no oral agreements or warranties collateral to or affecting the sale of the equipment and no person is authorized to make, on behalf of Galfab, any representations or warranty beyond those expressed herein

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, GALFAB MAKES NO OTHER REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE EQUIPMENT OR THE PARTS OR COMPONENTS MANUFACTURED OR SUPPLIED BY GALFAB INCLUDING BUT NOT LIMITED TO AN IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS IS THE SOLE WARRANTY PROVIDED AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT, INCLUDING IN THE CASE OF ANY CLAIM OF NEGLIGENCE, SHALL GALFAB BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING THE PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS, NOR SHALL GALFAB BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE WARRANTED PRODUCT, PART OR COMPONENT.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN OR IN IN ANY COMMUNICATION, GALFAB'S LIABILITY WITH RESPECT TO ANY CLAIMS(S) RESULTING FROM OR ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF PURCHASER'S EXCLUSIVE REMEDY FAILS ITS ESSENTIAL PURPOSE, SHALL IN NO EVENT EXCEED THE AGGREGATE TOTAL PURCHASE PRICE RECEIVED BY GALFAB FOR THE PRODUCTS OR SERVICES.

SEE GALFAB SERVICE AND WARRANTY MANUAL FOR FULL DETAILS INCLUDING CLAIM PROCEDURES. A PRINTED COPY OF THE GALFAB SERVICE AND WARRANTY MANUAL IS INCLUDED WITH THE OPERATOR'S MANUAL WITH ALL DELIVERIES.

This Warranty shall be interpreted under and governed by the laws of the State of Ohio. Galfab reserves the right to make changes to this Extended Warranty without prior notice. All notices, demands, claims or other communications with respect to this Extended Warranty must be addressed to Galfab 12233 Williams Rd., Perrysburg, Ohio 43551, Attn: Warranty Department.