

## LIMITED EQUIPMENT WARRANTY OF SALE – TERMS & CONDITIONS

Equipment Development Company, Inc. herein referred to as EDCO (Seller) warrants that each new unit manufactured by EDCO to be free from defects in material and workmanship in normal use and service for a period of (6) six months **(except in the case of the chisel head assembly on all model ALR's & ALR-BS, in which case the warranty period shall be 90days)** from date of shipment to the original retail or equipment rental center owner.

Accessories or equipment furnished and installed on the product by EDCO but manufactured by others, including, but not limited to engines, motors, electrical components, transmissions etc., shall carry the accessory manufacturers own warranty.

EDCO will, at its option, repair or replace, at the EDCO factory or at a point designated by EDCO, any part which shall appear to the satisfaction of EDCO inspection to have been defective in material or workmanship.

EDCO reserves the right to modify, alter and improve any part or parts without incurring any obligation to replace any part or parts previously sold without such modified, altered or improved part or parts.

This warranty is in lieu of and excludes all other warranties, expressed, implied, statutory, or otherwise created under applicable law including, but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose in no event shall seller or the manufacturer of the product be liable for special, incidental, or consequential damages, including loss of profits, whether or not caused by or resulting from the negligence of seller and/or the manufacturer of the product unless specifically provided herein. In addition, this warranty shall not apply to any products or portions there of which have been subjected to abuse, misuse, improper installation, maintenance, or operation, electrical failure or abnormal conditions and to products which have been tampered with, altered, modified, repaired, reworked by anyone not approved by seller or used in any manner inconsistent with the provisions of the above or any instructions or specifications provided with or for the product

### FORCE MAJEURE

Seller's obligation hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Product due to labor difficulties, fires, casualties, accidents, acts of the elements, acts of God, transportation difficulties, delays by a common carrier, inability to obtain Product, materials or components or qualified labor sufficient to timely perform part of or all of the obligations contained in these terms and conditions, governmental regulations or actions, strikes, damage to or destruction in whole or part of manufacturing plant, riots, terrorist attacks or incidents, civil commotions, warlike conditions, flood, tidal waves, typhoon, hurricane, earthquake, lightning, explosion or any other causes, contingencies or circumstances within or without the United States not subject to the Seller's control which prevent or hinder the manufacture or delivery of the Products or make the fulfillment of these terms and conditions impracticable. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance under these Terms and Conditions, or the performance of the Seller shall be correspondingly extended.

This document sets forth the terms and conditions pursuant to which the purchaser ("Purchaser") will purchase and Equipment Development Co.Inc. ("Seller") will sell the products, accessories, attachments (collectively the Products") ordered by the Purchaser. These terms and conditions shall govern and apply to the sale of Seller's Products to Purchaser, regardless of any terms and conditions appearing on any purchase order or other forms submitted by Purchaser to Seller, or the inconsistency of any terms therein and herein.

### 1. PRICE

All prices set forth on any purchase order or other document are F.O.B. Sellers facility or distribution point, as may be determined by Seller (F.O.B.Point). All prices are exclusive of any and all taxes, including, but not limited to, excise, sales, use, property or transportation taxes related to the sale or use of the Products, now or hereafter imposed, together with all penalties and expenses. Purchaser shall be responsible for collecting and/or paying any and all such taxes, whether or not they are stated in any invoice for the Products. Unless otherwise specified herein, all prices are exclusive of inland transportation, freight, insurance and other costs and expenses relating to the shipment of the Products from the F.O.B. point to Purchaser's facility. Any prepayment by Seller of freight insurance and other costs shall be for the account of Purchaser and shall be repaid to Seller.

### 2. PAYMENT TERMS

Payment terms are as follows. 2% 10 days (to approved and qualified accounts). Net 30 days. This is a cash discount for invoices paid within 10 days after the invoice date, regardless of date of shipment. This is not a trade discount and will not be granted to accounts that do not adhere to stated terms.

\*All past due accounts are subject to a late payment fee of 1.5% per month or a maximum allowed by law if different, along with the expenses incidental to collection including reasonable attorney's fees and costs.

\*Seller reserves the right to hold shipments against past due accounts.

\*Seller reserves the right to alter payment terms.

### 3. FREIGHT TERMS

All shipments will be made F.O.B. shipping point as designated in these Terms and Conditions, and title shall pass at the F.O.B. point. Delivery to the initial common carrier shall constitute delivery to the Purchaser. Any claims for loss or damage during shipment are to be filed with carrier by the Purchaser. Seller will not assume responsibility for the performance of the carrier.

Back orders will be shipped in the most practical fashion with charges consistent with our freight policy established with the original order. UPS, FED EX, MAIL or shipments by other couriers are subject to the same terms and conditions as outlined in paragraph #3 "Freight Terms".

### 4. DELIVERY, DAMAGES, SHORTAGES

Seller shall use reasonable efforts to attempt to cause the Products to be delivered as provided for in these Terms & Conditions. Delivery to the initial common carrier shall constitute the delivery to the Purchaser. Seller's responsibility, in so far as transportation risks are concerned ceases upon the delivery of the Products in good condition to such carrier at the F.O.B. point and all the Products shall be shipped at the Purchaser's risk. Seller shall not be responsible or liable for any loss of income and/or profits, or incidental, special, consequential damages resulting from Seller's delayed performance in shipment and delivery.

### 5. RETURN OF DEFECTIVE PRODUCTS

Defective or failed material shall be held at the Purchaser's premises until authorization has been granted by Seller to return or dispose of Products. Products that are to be returned for final inspection must be returned Freight Prepaid in the most economical way. Credit will be issued for material found to be defective upon Seller's inspection based on prices at time of purchase.

### 6. PRODUCTS ORDERED IN ERROR

Products may be returned, provided that claim is made and Seller is notified within 7 days of receipt of Products, and the Products are in original buyer's possession not more than 30 days prior to return, subject to Seller's approval. If Products are accepted for return, they must be Freight Prepaid and buyer will be charged a minimum of 15% rehandling charge, plus a charge back for outbound freight charges if the original order was shipped prepaid. Returns are not accepted for any Products that are specifically manufactured to meet the buyer's requirement of either specifications or quantity.

### AGREEMENTS

These Terms and Conditions constitute the entire agreement between Seller and Purchaser as it relates to terms and conditions of sale, and supersedes any and all prior oral or written agreements, correspondence, quotations or understandings heretofore in force between the parties relating to the subject matter hereof. There are no agreements between Seller and Purchaser with respect to the Product herein except those specifically set forth in and made part of these terms and conditions. Any additional terms, conditions and/or prices are rejected by Seller.

These terms and conditions may be modified, cancelled or rescinded only by a written agreement of both parties executed by their duly authorized agents.

### USE ONLY GENUINE EDCO PARTS & ACCESSORIES

For your own safety, the safety of others and the life of your machine.

Equipment Development Company, Inc.



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