



## Milbank Manufacturing Warranty

February 28, 2013

If any equipment manufactured by seller fails due to defects in material or workmanship within one year from the date seller shipped the equipment, such equipment will be replaced or repaired at seller's option. This warranty is limited to the repair or replacement of the equipment or component part or parts of the equipment and becomes void if any equipment failure is due to improper installation, purchaser's negligence, unreasonable use, damage (not resulting from defects in material or workmanship) or misapplication. This warranty does not include reimbursement for the expense of installation, removal of the equipment from the line, transportation, or any other expenses which may be incurred.

In no event shall seller be liable for consequential or incidental damages and seller's liability for any and all losses and damages sustained by the purchaser or any other person arising out of or by reason of the use of the equipment, a defect in the equipment (whether discoverable or latent), a claim of negligence or for any other reason, shall not exceed the purchase price paid by the purchaser.

**THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY AND SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.**

**Authorization must be obtained from Milbank's general office before equipment is returned.**