



Warranty

Energy Manufacturing Co., Inc., and its division, Williams Machine & Tool (hereafter collectively referred to as "Energy"), warrants its products against defects in materials and / or workmanship for a period of one (1) year from Energy's date of manufacture. No other warranty is expressed, implied, or made. Energy's Warranty does not extend beyond the cost of the goods sold as shown on Energy's sales invoice. Normal in-service "wear and tear" of products and components are not covered under this Warranty. Specifically, Energy makes no warranties of merchantability of the goods or their fitness for a particular purpose. However, Energy does warrant that goods sold shall be free from defects in materials and workmanship at the time of manufacture. Energy's Warranty does not extend to goods or materials produced by others which are incorporated into goods produced by Energy. Any claim under the Warranty contained within this document must be stated in writing to Energy within ten (10) days of the customer's receipt of any applicable goods. Energy's warranty liability is limited to the repair of, replacement of, credit for, or payment for, as Energy may elect, any goods determined by Energy to be defective in materials and / or workmanship. Notwithstanding any other provision contained herein, Energy will not be liable for any amount in excess of the sales price received by Energy for the goods which are determined to be defective under the provisions of this Warranty.

Energy products are not covered under this, or any other warranty when used in: aerospace applications, applications involving high duty-cycle industrial use, applications involving the lifting of people, or any other application that may place persons in dangerous positions during operation. Any exceptions to these exclusions must be specifically agreed-to in writing by Energy per the terms and conditions of this document. Critical customer functions require review and special application sign-off by Energy's product engineering group in writing in order for this Warranty to be valid and in force. Energy shall not be responsible for unacceptable conditions, operation, or performance that results from Energy products being applied without specific written application review and approval by Energy. The purchaser of any Energy product is responsible for the testing of such product for all matters concerned with its use, including but not limited to: safety testing, endurance testing and performance testing. The purchaser is further responsible for determining if the product is suitable for the purchaser's particular use or application.

Energy warrants that the title to all goods sold shall be free from any security interest, other lien, or encumbrance, and that the transfer of all goods shall be rightful. Energy further warrants that goods which are shown in Energy's price list, and which are not modified in any manner at the request of customer, shall not be subject to a claim by third parties by way of infringement.

The Warranty set forth herein is the exclusive warranty for all products produced by Energy, and there is no other warranty, expressed or implied. Energy hereby expressly disclaims any and all other warranties, including implied warranties of merchantability and fitness for a particular purpose and non-infringement. Warranty coverage is dependant on buyer complying with the then-current warranty procedures and failure to comply will void this warranty in its entirety.

IN NO EVENT SHALL ENERGY HAVE ANY LIABILITY OR RESPONSIBILITY TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF BUYER OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF GOODS, INTERRUPTION IN USE OR AVAILABILITY OF GOODS, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR CLEAN-UP EXPENSES OR RELATED COSTS ASSOCIATED WITH ANY HYDRAULIC OIL SPILLS OR LEAKS OR ANY OTHER DAMAGE OR CLAIM RELATED TO THE USE OF PRODUCTS), ARISING OUT OF ANY BREACH OR FAILURE OF ANY EXPRESS WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY IN TORT OR OTHERWISE, INCLUDING ANY LATENT OR PATENT DEFECTS, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY INCURRED BY ENERGY IN ANY ACTION OR PROCEEDING, EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO ENERGY BY BUYER FOR THE PURCHASE OF THE GOOD(S) THAT ACTUALLY CAUSED THE DAMAGE OR LOSS. IN ADDITION, IN NO EVENT SHALL ENERGY BE LIABLE TO BUYER FOR ANY LOSSES, DAMAGES, CLAIMS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY LEAK OR SPILL OF HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL (AS DEFINED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR THE LIKE) OR THE FAILURE OF BUYER TO PROPERLY DISPOSE OF HYDRAULIC FLUID OR ANY HAZARDOUS MATERIAL. BUYER ALSO AGREES TO DEFEND AND HOLD ENERGY AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS OR ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY ENVIRONMENTAL OR HAZARDOUS MATERIAL CLAIMS.

Written authorization for the return of products for warranty consideration must be obtained from Energy prior to return shipment. Any alleged nonconforming products shall be shipped to Energy, freight prepaid by the Shipper, along with a complete explanation of the alleged problem. Potential warranty items must be returned to Energy within thirty (30) days of receiving written authorization for return. If the products returned are not found to be nonconforming, the owner / shipper shall be responsible for and shall pay to Energy normal inspection and / or repair, and / or shipping charges.

No Warranty contained herein shall be enlarged or modified, nor shall any additional warranties be applicable, unless contained in writing and signed by a corporate officer of Energy at its headquarters in Monticello, Iowa, USA.

Energy Manufacturing Company, Inc.
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