

Superior Broom

S B Manufacturing Incorporated WARRANTY Warranty For Self- Propelled Sweepers

S B Manufacturing warrants that new equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the earlier of twelve (12) months from delivery to, or the accumulation of 1,000 hours of service by the initial user. Any sweepers placed into service through the dealers rental fleet shall constitute the initial user phase of the in service date.

The Purchaser shall be obligated to promptly report any failure to conform to this warranty to the Company by phone, in writing or e-mail within the applicable period, whereupon the Company shall, at its option, correct such nonconformity, by suitable repair to such equipment or, furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such equipment in accordance with good industry practices and has complied with specific recommendation of the Company. The company shall not be liable for any repairs, replacements, or adjustments to the equipment of any costs of labor performed by the purchaser or others without the company's prior written approval.

This warranty does not apply to failures occurring as a result of abuse, misuse, negligent repairs, corrosion, erosion and normal wear and tear, alterations or modification made to the product without express written consent of the company, or failure to follow the recommended operating practices and maintenance procedures as provided in the equipment's operating and maintenance publications.

Superior Broom will not warranty any items such as filters, engine oils, coolant, hydraulic oils, batteries, sealed beams, light bulbs, tires, fuses, broom wafers, brake linings, or any hydraulic o-rings.

Accessories or equipment furnished by the company, but manufactured by others, including, but not limited to, engines, tires, batteries, engine electrical equipment, hydraulic transmissions, and carriers, shall carry whatever warranty the manufacturers have conveyed to the company and which can be passed on to the purchaser.

The Company makes no other warranty or representation of any kind whatsoever, express or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

Correction by the company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such equipment.

The purchaser shall not operate equipment which is considered to be defective, without first notifying the company in writing of its intention to do so. Any such use of equipment will be at the purchaser's sole risk and liability.