

Carter Machinery Company, Inc.

CARTER'S STANDARD WARRANTIES AND DISCLAIMERS

Carter's agreement to enter any rental or sales contract is expressly conditioned on your assent to the following terms:

NEW PRODUCTS AND COMPONENTS ASSEMBLED OR RECONDITIONED BY OTHERS

All new products, and all components and exchange assemblies that have been assembled, reconditioned or remanufactured by other than Carter, are sold subject to the applicable manufacturer's or supplier's warranties and disclaimers. Carter makes no warranties with respect to these items unless it expressly does so in writing at the time of sale. Carter will provide services to replace warranted items without charge to Customer only at any one of Carter's facilities or, at Carter's option, at the job site.

PRODUCTS ASSEMBLED, OVERHAULED OR RECONDITIONED BY CARTER

Unless a different warranty is expressly given in writing, signed by Carter, at the time of sale, Carter warrants components, exchange assemblies and other products that have been assembled, overhauled, reconditioned, manufactured or remanufactured by Carter to be free from defects in material or workmanship discovered during the first 6 months or the first 1000 hours (or 25,000 miles) of use after sale or overhaul, whichever first occurs, subject to the provisions hereof. Existence of the defect must be expressly brought to Carter's attention during the warranty period, and the defect must have existed at the time of sale or overhaul. Carter agrees to provide labor and materials as needed to repair or replace with new or repaired parts, at its option, defects covered by this warranty. Materials and labor provided under this warranty are warranted only for the remainder of the original warranty period. Carter will repair or replace defective items covered by warranties under this paragraph only at any one of its facilities or, at Carter's option, at the job site. With respect to such items not installed by Carter, the following provision will also apply: (a) Carter shall have no obligation to repair or replace any defect in an overhauled engine unless the radiator or coolers were delivered to Carter and expressly found by it to be in satisfactory condition prior to installation; and (b) Carter shall have no obligation to repair or replace any defect in transmissions, torque dividers, torque converters and engines unless an oil sample was taken by Customer and found satisfactory by Carter at the time of installation and also, in the case of engines, again taken and found satisfactory upon the earlier of the first oil change or 30 days after installation.

USED PRODUCTS

Unless a warranty is expressly given in a writing, signed by Carter, at the time of sale or rental, all used products are sold "as is" and "with all faults."

REPAIRS, MAINTENANCE, OR SERVICE BY CARTER

Carter warrants items repaired, maintained or serviced by Carter against defects resulting directly and solely from defects in its workmanship discovered within 6 months after such defective workmanship is rendered subject to the provisions hereof. Existence of the defect must be brought to Carter's attention during the warranty period. Carter agrees to provide labor and materials at the place where the work was originally performed as needed to repair or replace with new or repaired parts, at its option, defects covered by this warranty. Items not repaired, maintained or serviced originally by Carter but damaged solely due to defects in its workmanship may be reviewed for warranty consideration based on usage received. Materials and labor provided under this warranty are warranted only for the remainder of the original warranty period.

RENTED PRODUCTS

Except for those care and maintenance duties that you will perform, and unless any Rental Agreement provides otherwise, Carter will service and maintain the Products in proper working condition, and you agree to make the Products available for servicing by Carter at reasonable times during Carter's business hours. No one but Carter may service, repair or alter the Products. Customer is responsible for all damages to the Products if use is continued after a defect or malfunction has been or should have been recognized. **ALL RENTAL EQUIPMENT is subject to the disclaimers, limitations, and responsibilities below.** The exclusive remedy for defective rental products is this repair or replacement, at Carter's option, of the defective Product.

CUSTOMER'S RESPONSIBILITIES

Although Carter will endeavor to provide warranty service at convenient times, it only agrees to do so during regular weekday working hours. The overtime or premium time rate differential will be charged to Customer for warranty service provided at other times. All consumable items such as lubricants, fuels and filters, necessary to complete a warranty service, will be charged to Customer. Customer shall provide, at its expense, labor and lifting equipment required to minimize job time and downtime in making repairs at the job site. Customer will not subject warranted products to extraordinary uses and will at all times operate and maintain them in accordance with the instructions outlined in any maintenance and operation instruction information furnished at time of purchase. Any damage that results from Customer's continued operation after a defect has been or should have been recognized by Customer is Customer's sole responsibility and Carter has no responsibility to repair or correct any damage that results from Customer's continued operation after a defect has been or should have been recognized by Customer. Customer shall be liable to Carter for all expenses incurred by Carter if servicemen are called to the job by Customer and Customer refuses to permit the requested work to be done or if it is determined by Carter that no work is appropriate.

DISCLAIMER OF WARRANTIES

THE WARRANTIES AND AGREEMENTS HEREIN SET FORTH ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND AGREEMENTS, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE OR INFRINGEMENT. NO WARRANTIES APPLY TO ANY ITEM WHICH HAS BEEN REPAIRED OR ALTERED BY CUSTOMER OR OTHERS.

DISCLAIMER OF TORT LIABILITY

Carter, its agents and employees, shall not be liable in tort – whether based on negligence, strict liability or other theory – for any act or omission in connection with the service, delivery, sale, lease, preparation, assembly, repair, recondition, or remanufacture of products sold, leased or hauled by it.

LIMITATIONS OF REMEDIES AND DAMAGES

Customer's sole and exclusive remedies are limited to those set forth herein. Carter shall have no liability for incidental, special, consequential, cover or punitive damages or other economic loss. Carter's liability on any claim of any kind resulting from, arising out of, or connected with any contract, shall in no case exceed the price allocable to the service, or equipment, product, or part thereof which gives rise to the claim.