

## VIBCO Limited Warranty

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR VIBCO, INC. EQUIPMENT. BY USING THE EQUIPMENT, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

### Limited Warranty.

VIBCO, Inc. ("VIBCO") warrants all new VIBCO products to be free from defects in materials and manufacture for the warranty periods set forth below. The warranty periods commence on the ***last*** invoice date of the original purchase.

This warranty applies only against defects discovered within the warranty period and extends only to the original purchaser of the product. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only.

To claim under this warranty, the buyer must notify VIBCO or an authorized VIBCO dealer within 30 days of discovery of any nonconformity and make the affected product available for inspection by VIBCO. VIBCO's obligations under this warranty are limited as set forth below.

### Warranty Periods and Coverage for VIBCO Equipment:

- Vibrating Tables: One year on table frame.
- Heavy Duty Electric Vibrators: One year
- Pneumatic and Hydraulic Vibrators: One year
- Electric Motor Starters and Overload Boxes: One year

### Conditions and Restrictions.

This warranty is valid only in accordance with the conditions set forth below:

1. The warranty applies to the VIBCO product only while
  - a. it remains in the possession of the original purchaser and proof of purchase is provided,
  - b. it has not been subjected to misuse, abuse, improper service non-VIBCO modification, or accident.
  - c. claims are made within the warranty period.
2. This warranty does not cover damage or equipment failure caused by electrical wiring not in compliance with local electrical codes or VIBCO owner's manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the VIBCO owner's manual.

**VIBCO does not pay labor to outside contractors.**

This Limited Warranty shall not apply to:

1. Normal wear and tear.
2. Repairs performed on VIBCO equipment missing a serial number or with a serial tag that has been altered or defaced.
3. Service calls to correct installation of the equipment or instruct owners on how to use the equipment.
4. Pickup and delivery (freight) involved with repairs.
5. Any labor costs incurred beyond the applicable labor warranty period.

Exclusive Remedies.

If the VIBCO equipment fails within the scope of this warranty, VIBCO will provide, at their option, one of the following: (1) repair; (2) replacement; or (3) refund of the purchase price. VIBCO Limited Warranty service may be obtained by contacting VIBCO or the authorized dealer from whom you purchased the equipment. You may be charged a trip charge outside the service area.

THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

VIBCO AND/OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT.

This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. Some states do not allow the exclusion or limitation of incidental or on sequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Complete this portion and keep for your records.

Purchased From: \_\_\_\_\_ Dealer or store name.  
Phone Number: \_\_\_\_\_ Dealer or store telephone number.  
Product/model: \_\_\_\_\_ Example: 99357  
Serial number: \_\_\_\_\_

The serial number is found on the Motor Vibrators.