## ALLMAND BROS., INC. WARRANTY POLICY

### LIMITED WARRANTY

#### Allmand products are intended solely for commercial use and should not be used for consumer or household purposes.

Subject to the provisions and exclusions below, Allmand Bros., Inc. ("Allmand") warrants to the original end user purchaser ("you" or "purchaser") that each product sold by Allmand ("product") will be free from defects in material or workmanship appearing within the applicable Warranty Period specified below. As Allmand's sole obligation and the purchaser's exclusive remedy for any breach of this warranty, Allmand will repair or replace at its discretion, free of charge, the defective product or product component, or will refund the cost of the product if such product is returned to Allmand and it is determined by Allmand that repair or replacement will not return the product to proper working order or utility. Alternators (generators) and engines in certain products are excluded from this warranty, as noted below, but they are subject to a separate manufacturer's warranty that will be provided to purchaser. There is no other express warranty.

# Any and all implied warranties, including those of merchantability or fitness for any particular purpose, and any warranties arising from course of dealing or usage of trade, are hereby disclaimed. Under no circumstances will Allmand be liable for any incidental, indirect or consequential damages.

Product	Warranty Period (parts and labor)
Lighting Systems	1 year*
1250-Watt Ballast	2 years
Maxi-Power	2 years**
Maxi-Air	2 years** (5 years on Air end)
Maxi-Heat	1 year
SH-750 Safety-Heat	1 year
Replacement Parts	90 days

\*2 years for Allmand-manufactured parts only; no labor; contact Allmand for further information

\*\*2 years or 2000 hours, whichever comes first

Warranty Exclusions		
Engines (other than Maxi-Power and Maxi-A	ir) See Engine Manufacturer's Warranty	
Alternators (Generators)	See Alternator Manufacturer's Warranty	

<u>Claim Process</u>: Any claims under this warranty must be made within the applicable Warranty Period. To make a claim under this warranty, please follow the procedures found on Allmand's website at <u>https://www.allmand.com/na/en\_us/support/warranty.html</u> or call Allmand toll free at (800) 562-1373.

The Warranty Period begins on the date of original purchase (invoice date). If you do not provide proof of the invoice date at the time warranty service is requested, the manufacturing date of the product will be used to determine the start of the Warranty Period. The "original end user purchaser" is deemed to be the first person or entity that acquires the product for actual use. This warranty does not transfer to subsequent purchasers. Any person or entity holding products for wholesale or retail sale is not considered an original end user purchaser. However, leasing or using the product beyond normal demonstration purposes is considered to be "actual use" by an original end user purchaser, and the Warranty Period will begin on the first date of such use.

Transportation charges on parts or products submitted to Allmand for repair or replacement under this warranty shall be borne by the purchaser. If it is subsequently determined that the parts or products are warrantable, the cost of the transportation charges will be credited back to the purchaser. Air freight for international shipments of replacement parts is not covered under this warranty. Allmand shall in no event pay mileage expenses or be responsible for down time or lost revenue.

#### **EXCLUSIONS**

This warranty covers only defects in material or workmanship. This warranty does not cover damage from improper use or abuse, improper maintenance or repair, or normal wear and tear.

**Improper Use and Abuse** – Allmand products are intended solely for commercial use and should not be used for consumer or household purposes. Further information concerning the proper, intended use of each product is described in the Operator's Manual for that product. Using the product for non-commercial purposes or in a manner not described in the applicable Operator's Manual, or continuing to use the product after it has been damaged, will not be covered under this warranty. Warranty coverage also will not be provided if the serial number on the product has been removed, defaced, or altered, or if the product shows evidence of abuse, such as impact damage or water- or chemical-corrosion damage.

**Improper Maintenance or Repair** – The product must be maintained according to the procedures and schedules provided in the applicable Operator's Manual, and must be serviced or repaired using original equipment parts or equivalent. Damage caused by lack of maintenance or use of non-original equipment parts or equivalent is not covered by this warranty. This warranty does not extend to any failures resulting from unauthorized alterations, modifications, or other changes, or to damage resulting from improper installation, repair, operation, or maintenance; but this exclusion does not apply to installations, repairs, or other work performed by Allmand or under Allmand's direct supervision.

**Normal Wear and Tear** – Like most mechanical devices, each product is subject to wear even when properly maintained. This warranty does not cover repair when normal use has exhausted the life of a part or the product. Maintenance and wear items such as filters, belts, tires, lamps, batteries, etc. are not covered by this warranty, unless the cause of such wear is due to defects in material or workmanship directly related to those items and a claim is made to Allmand during the applicable Warranty Period.

**Other Exclusions** – This warranty excludes damages due to accident, abuse, modifications, alterations, improper servicing, or chemical deterioration. Attachments or accessories that were not originally installed in or on the product are also excluded. This warranty does not include used, reconditioned, second-hand, or demonstration equipment. This warranty also excludes failure due to acts of God and other force majeure events beyond Allmand's control.