

Besser Company – Standard Warranty Statement

1. Equipment Warranty. Besser warrants the Equipment shall be free from defects in workmanship and material and shall conform to the attached Specifications, if any, for one year from the date of Delivery. This warranty is based on Customer's use of the Equipment for no more than 8 hours in any 24-hour day and in accordance with the owner's manual for the Equipment. In the event that the Equipment fails to meet this warranty, Besser's sole obligation shall be to repair or replace, at its sole option, the Equipment or any parts that it determines in its reasonable discretion to be defective. Notwithstanding the foregoing, if the defect results from parts or materials not manufactured by Besser, Besser's warranty obligation with respect to such parts or materials shall be limited to the settlement that Besser is able to obtain from the supplier of such parts or materials. If Besser determines that Customer should return defective parts or materials to Besser for repair or replacement under warranty, Customer shall pay the cost of transporting such defective parts or materials to Besser's designated repair facility.
2. Warranty Exclusions. The Warranty contained in Section 1 shall not apply to Equipment to the extent that (a) Customer uses the Equipment more than 8 hours in any 24-hour day, (b) the defect in question was caused by the abrasive action of aggregates or chemical reaction from the curing process, (c) the defective Equipment was connected to or used with any machinery or equipment not manufactured by Besser, (d) the defective Equipment was altered outside Besser's factory by other than Besser's authorized agents or in any way so as, in Besser's judgment, to affect its stability or reliability, or (e) the Equipment has not been operated in accordance with Besser's instructions, or owner's manuals or has been operated beyond factory-rated capacity.
3. Sole and Exclusive Warranty. The Warranty contained in Section 1 constitutes Besser's sole and exclusive warranty with respect to the equipment and supersedes any representations or warranties contained in the proposal or made by Besser's sales or other personnel. Except for the foregoing, Besser makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use.

Besser Company Warranty for Quebec Customers

Le Vendeur garantit les Biens qu'il fournit à l'Acheteur initial uniquement, et non à toute autre personne ou entité, pendant une [période de 12 mois] à compter de la date d'acceptation des Biens par l'Acheteur. Le Vendeur réparera ou remplacera, à ses frais, tout Bien présentant un défaut de matériau ou une malfaçon, empêchant l'exécution des fonctions expressément indiquées dans les catalogues, les spécifications et les descriptions du Vendeur. Les Biens ou toute partie de ceux-ci qui ont fait l'objet d'un abus, d'une mauvaise utilisation, d'un accident, d'une négligence, ou d'une réparation ou installation non autorisée, ne sont pas couverts. Les pièces d'usure ne sont pas couvertes. Le Vendeur prendra la décision finale quant à l'existence et la cause du défaut allégué, à condition que cette décision soit raisonnable. Si l'un des Biens du Vendeur n'est pas conforme à la garantie du Vendeur, le Vendeur réparera ou remplacera, à ses frais, les Biens non conformes dans un délai raisonnable après réception de la notification de la demande de garantie de l'acheteur.