

PRODUCT WARRANTY

Monroe-Tufline Manufacturing Co., Inc. ("Monroe-Tufline") warrants its parts to be free from defect in material and workmanship for a period of ninety (90) days from the date of delivery of the part(s) to the original purchaser.

Replacement or repair parts installed in the equipment covered by warranty are warranted for ninety (90) days from date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.

Under no circumstances will this Warranty apply in the event that the product the parts are installed in, in the good faith opinion of Monroe-Tufline, has been subjected to improper operation, improper maintenance, misuse, or an accident. This Warranty does not cover normal wear or tear, or normal maintenance items.

This Warranty is extended solely to the original purchaser of the product. Should the original purchaser sell or otherwise transfer this product to a third party, this Warranty does not transfer to a third party purchaser in any way. There are no third party beneficiaries of this Warranty.

Monroe-Tufline's obligation under this Warranty is limited to, at Monroe-Tufline's option, the repair or replacement, free of charge, of the product if Monroe-Tufline, in its sole discretion, deems it to be defective or in noncompliance with this Warranty. The selling dealer shall provide such parts to the user during regular working hours. If requested, the product must be returned to Monroe-Tufline with proof of purchase within thirty (30) days after such defect or noncompliance is discovered or should have been discovered, routed through the dealer and distributor from whom the purchase was made, transportation charges prepaid. Monroe-Tufline shall complete such repair or replacement within a reasonable time after Monroe-Tufline receives the product. THERE ARE NO OTHER REMEDIES UNDER THIS WARRANTY. THE REMEDY OF REPAIR OR REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. MONROE-TUFLINE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MONROE-TUFLINE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (EXCEPT WHERE PROHIBITED BY LAW).

Monroe-Tufline shall not be liable for any incidental or consequential losses, damages or expenses, arising directly or indirectly from the product, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort or any other legal theory. Without limiting the generality of the foregoing, Monroe-Tufline specifically disclaims any damages relating to (i) lost profits, business, revenues or goodwill; (ii) loss of crops; (iii) loss because of delay in harvesting; (iv) any expense or loss incurred for labor, supplies, substitute machinery or rental; or (v) any other type of damage to property or economic loss.

This Warranty is subject to any existing conditions of supply which may directly affect Monroe-Tufline's ability to obtain materials or manufacture replacement parts.

No agent, representative, dealer, distributor, service person, salesperson, or employee of any company, including without limitation, Monroe-Tufline, its authorized dealers, distributors, and service centers, is authorized to alter, modify, or enlarge this Warranty.

For warranty services, contact your selling dealer.