



LIMITED WARRANTY

The Equipment and Attachments are sold by SIDETOOL under the warranty set forth in the following paragraphs. Such warranty is extended only to the buyer who purchases the equipment directly from SIDETOOL or one of its authorized dealers as new merchandise, to be free from proven defects in material and workmanship, for two (2) years from delivery. All warranty claims must be made to SIDETOOL in advance of any repairs.

Buyer agrees to indemnify and hold harmless SIDETOOL, its owners, employees, or agents from any and all charges and expenses arising from any and all claims of any nature from Buyer, Buyer's insurance company, employees, owners, agents, clients, or any third party resulting in any expense to SIDETOOL beyond this limited warranty. This warranty is exclusive and in lieu of all other warranties and conditions, except the warranty of title. SIDETOOL disclaims all other warranties and conditions, express or implied, including any implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall SIDETOOL or the authorized SIDETOOL dealer be liable for any special, incidental, indirect or consequential damage, whatsoever, including, but not limited to, loss or interruption of business, lost profits, or loss of machine use, whether based on contract, warranty, tort, negligence, strict liability, statute or otherwise, even if SIDETOOL or the authorized SIDETOOL dealer has been advised of the possibility of such damages. The total liability of SIDETOOL and the authorized SIDETOOL dealers with respect to the product and services furnished hereunder shall not exceed the purchase price of the product upon which such liability is based.

In addition, this limited warranty may not apply to attachments or components, which are not manufactured by SIDETOOL, as they are covered by the manufacturer's warranty. SIDETOOL reserves the right to make design and specification changes on future equipment without notice and without obligation on its part to present owners.

For the time period indicated, after delivery by SIDETOOL, this equipment is warranted to be free from manufacturing defects, provided that the same is properly operated under conditions of normal use, attached to and used with the recommended size and type of equipment, and that regular periodic maintenance is performed or replacements made. All warranty claims must be approved in writing by SIDETOOL or by an authorized SIDETOOL dealer/representative inspecting the attachments. Photographs showing the reason for the claim must document all warranty claims submitted to SIDETOOL. SIDETOOL sole obligation under this warranty is limited to replacing equipment or parts which are returned to it at its Eatonville, WA or Morton, IL location, transportation charges prepaid, and which, upon SIDETOOL's examination are, in the sole and final discretion of SIDETOOL, found to be defective. The option of repair or replacement will be at the discretion of SIDETOOL. SIDETOOL shall not be liable for any injury or damage caused to any persons, place, thing or machine by reason of the installation, use or mechanical failure of any attachment manufactured by SIDETOOL or otherwise, or any special, indirect, incidental or consequential damages arising there/from to the customer or anyone else, whether arising in tort or in contract, nor will SIDETOOL be liable for any damages or penalties for delivery of its product to the customer.

The foregoing warranty shall not apply to normal wear or to damage resulting from accident, abnormal use, misuse, abuse, or neglect, or to any attachments that have been improperly applied, improperly installed or modified without written authorization from SIDETOOL. SIDETOOL makes no warranty of merchantability or of fitness for a particular purpose in respect to this equipment. Prices and specifications subject to change without notice.

GOVERNING LAW, FORUM, AND VENUE

This agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of Washington (without regard to the conflict-of-laws principles of such state), including all matters of construction, validity, and performance. In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of Washington.

WARRANTY REPLACEMENT PROCEDURE

All parts to be returned, which failed within the warranty period or not, must be tagged with an RGA (returned goods authorization) number. To obtain an RGA number, contact SIDETOOL with the model and ID number of equipment and a brief description of the part being returned, at which time customer will be informed to which manufacturing facility the warranty item is to be shipped. Upon receipt at Morton, IL or Eatonville, WA, shipping prepaid by customer, the part will be inspected. If inspection indicates failure was due to defect of material or workmanship, and the part failed during the warranty period, the part will be repaired or replaced and return shipped prepaid by SIDETOOL via ground service. IF a warranty or exchange part is not received within 30 days after the RGA is issued, the customer must pay for the part.

No warranty consideration will be given on parts not tagged with an RGA number. No warranty consideration will be given on parts showing evidence of tampering or disassembly.

SIDETOOL shipping addresses: 1484 S Main ST, Bldg. 2, Morton, IL 61550 (309-321-0080) or 302 Washington Ave S Eatonville, WA 98328 (206-290-0843).

_____ **Buyer Initials** _____ **Date**

_____ **SideTool Initials** _____ **Date**