



Improving safety *while* increasing production.

Limited Warranty

All manufactured goods supplied by this Company are guaranteed against defective workmanship and material for a period twelve (12) months from the date of shipment. If within that period, the Company receives from the customer, written notice of any alleged defect in, or non-conformances of any such product and if in the Company's sole judgment the product does not conform or is found to be defective in material or workmanship, then the Distributor or Customer shall at the Company's request, return the part or product transportation prepaid and the Company, at its option and expense shall repair or replace the defective part or product, or repay to Distributor or Customer, the full price paid for such part or product by Distributor or Customer. Any repayment of purchase price shall be without interest. Warranty on third party items shall be limited to the warranty passed on to the company by the original manufacturer of such items.

Limitations

The warranties of B&D do not cover, and the Company makes no warranty with respect to:

1. Failures not reported to the Company within the warranty period specified above.
2. Failures or damage due to misapplication, abuse, improper installation or abnormal conditions of temperature, dirt or corrosion matter.
3. Failures due to operation, either intentional or otherwise, above rate capacities or in an otherwise improper manner.
4. Products which have been in any way tampered with or altered by anyone other than an authorized representative of the Company.
5. Expenses incurred by Distributor or Customer in an attempt to repair or rework any alleged defective products.
6. Failures resulting from attachments, accessory items, modifications and parts not sold or approved by B&D Manufacturing.
7. The Company shall not be responsible for any special, indirect or consequential damage of any nature arising out of or relating to the manufacture, sale or use of the Company's products. Such excluded damages include, but are not limited to, loss of business profits, revenues, opportunities, loss of goodwill, down time of equipment and facilities, and all other type of damages, direct or indirect, foreseeable or unforeseeable.
8. Any damage to the equipment caused by the Customer's personnel, freight forwarder, installation contractor or other personnel handling the equipment, during shipment, installation or prior to completion of commissioning is to be repaired at the Customer's expense.

Unless stated otherwise by the Client, via written exceptions, these terms and conditions are considered accepted by the Client upon receipt of a purchase order.

An Important Note about Alterations and Warranties

Installations or alterations made to the original equipment as provided by B&D Manufacturing are not covered by the B&D Manufacturing Limited Warranty.

B&D Service & Repair Departments warrants that all Materials and Work will:

- A. Be of the best quality specified in the Work Assignments or if no quality specified, of the best grade of their respective kinds.
- B. Confirm to the specifications, drawings, samples or other descriptions furnished by Customer.
- C. Be of good Material and Workmanship and free from defect.

These warranties expire 12 months from the individual Work Assignment Completion Date and apply only to defects that are evident or the symptoms of which are evident prior to the expiration of the warranties

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Toll free: 1-800-668-0324 Tel: 705-855-2363 Fax: 705-855-4134
4703 Regional Road 15, P.O. Box 5197, Chelmsford, Ontario, Canada P0M 1L0
sales@bdmfg.com www.bdmfg.com

