

## LIMITED WARRANTY



Except as otherwise mandated by law, Spears<sup>®</sup> Manufacturing Company warrants that the goods which have been directly manufactured by them shall be free from defects in material and workmanship for a period of one (1) year, from the date of shipment. CUSTOMER AGREES THAT THIS WARRANTY SHALL BE EFFECTIVE SO LONG AS THE GOODS ARE USED SOLELY FOR THE NORMAL PURPOSES FOR WHICH THEY ARE INTENDED AND IN CONFORMANCE WITH INDUSTRY ESTABLISHED ENGINEERING, INSTALLATION, OPERATING, AND MAINTENANCE SPECIFICATIONS, RECOMMENDATIONS AND INSTRUCTIONS. VIOLATION THEREOF SHALL VOID THIS WARRANTY AND RELIEVE COMPANY FROM ANY OBLIGATION UNDER THIS WARRANTY. COMPANY CANNOT AND DOES NOT ASSUME RESPONSIBILITY, AND EXPRESSLY DISCLAIMS ANY LIABILITY, DUE TO CUSTOMER'S, ANY INSTALLER'S OR END USER'S FAILURE TO COMPLY WITH SUCH SPECIFICATIONS, RECOMMENDATIONS AND INSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO, DAMAGE DUE TO: IMPROPER CONTROL OF SYSTEM HYDRAULICS, IMPROPER WINTERIZATION PROCEDURES, IMPROPER VOLTAGE SUPPLY, CONTACT WITH INCOMPATIBLE MATERIALS OR CHEMICALS, EXCAVATION/DIGGING, EXCESSIVE WEIGHT, AND VANDALISM. COMPANY SHALL NOT BE LIABLE FOR DAMAGES DUE TO ANY ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO, LIGHTNING, EARTHQUAKES, GROUND MOVEMENT, FROST HEAVE, OR FLOODS.

If Customer receives any goods that appear to be defective, upon receipt of a Return Authorization (RA#) issued by Spears<sup>®</sup> Customer Services Department, Customer may return such questionable goods. The material must be returned prepaid to Company at 15853 Olden Street, Sylmar, California 91342 along with completed Return Authorization documentation. After examination, if the goods are determined to be defective in materials or workmanship directly provided by Company, Company, at its sole option, may either repair or replace the defective goods, or reimburse Customer for the cost of such goods. This shall be Customer's only remedy. All costs of shipping such questionable goods and any replacements thereof to and from Company's facility shall be borne by Customer. Customer agrees that Company will not be responsible for other parts or labor in connection with repairing, replacing, or returning such goods while goods are in possession of Company for analysis, nor for any delays beyond Company's reasonable control (including, with limitation, delays due to unavailability of materials, equipment, other supplies or labor, strikes, governmental regulation or other acts of God), provided that any delay shall toll the warranty period for the same amount of time as the delay itself.

COMPANY EXTENDS ONLY THIS WARRANTY AND EXPLICITLY WAIVES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR STATUTORY (INCLUDING ANY IMPLIED WARRANTIES OR AFFIRMATION, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) APPLICABLE TO THE GOODS. NO AFFIRMATION BY COMPANY OR ANY OF ITS REPRESENTATIVES, BY WORDS OR CONDUCT, SHALL CONSTITUTE A WARRANTY. THIS WARRANTY MAY NOT BE EXTENDED, ALTERED OR OTHERWISE MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY COMPANY.

BY ITS ACCEPTANCE OF THE GOODS, CUSTOMER HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ALL OTHER LIABILITY OR OBLIGATION OF ANY KIND OR CHARACTER OF COMPANY, INCLUDING WITHOUT LIMITATION LIABILITY PREDICATED UPON STRICT LIABILITY OR TORT, AND ALL DAMAGES AND LOSSES AS A RESULT THEREOF, INCLUDING BUT NOT LIMITED TO ALL KNOWN, UNKNOWN, FORESEEABLE, UNFORESEEABLE, ABSOLUTE, CONTINGENT, LIQUIDATED, NON-LIQUIDATED, COMPENSATORY, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, AND WITH RESPECT TO THE GOODS, THEIR RETURN, REPAIR, RESTORATION AND REPLACEMENT. WITH RESPECT TO SUCH WAIVER, CUSTOMER HEREBY EXPLICITLY WAIVES CALIFORNIA CIVIL CODE §1542 WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY ADVERSELY AFFECTED HIS SETTLEMENT WITH DEBTOR" AND ALL OTHER SIMILAR STATUTORY, COMMON AND CASE LAW RIGHTS, DEFENSES AND LIMITATIONS.

Having independently inspected a sample of the goods as fully as desired or having refused to make such examination upon acceptance of delivery of the goods, and except as otherwise herein provided, Customer hereby accepts the goods in its "AS IS" condition "WITH ALL FAULTS" without any other warranty, expressed or implied, and hereby accepts and assumes the entire risk and cost of all necessary servicing, repairs and remedy thereof.

# Watch for NEW PRODUCT SUPPLEMENTS from Spears® Innovation and Technology



## SPEARS® MANUFACTURING COMPANY • CORPORATE OFFICE

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