

## Perkins Manufacturing Three-Year Limited Warranty

PERKINS MANUFACTURING COMPANY warrants its products to be free from defects in material and workmanship under normal use for a period of **three (3) years** from the date of delivery to the first purchaser.

Any claim under this warranty must be handled in accordance with PERKINS' warranty procedure.

This warranty is expressly limited to the repair or replacement in PERKINS' discretion of any component or part of any PERKINS product unit manufactured by PERKINS which is brought to PERKINS attention promptly after discovery and is proven to PERKINS' satisfaction to have been defective in material or workmanship.

This warranty shall not obligate PERKINS to bear the cost of labor or transportation charges in connection with the repair or replacement of defective parts, and it shall not apply to a product upon which repairs, or alterations have been made unless authorized in writing by PERKINS.

Any damage, wear & tear or improper use, substitution of parts not approved by PERKINS, modifications other than those done by PERKINS or as authorized in writing by PERKINS, or any alteration or repair by others in such a manner which, in PERKINS' judgment, materially and adversely affects the product shall void this warranty. Operation at an actuator cycle time of less than six seconds shall void this warranty. Wear items used for anti-friction purposes are not covered by this warranty.

Periodic maintenance is required in order to maintain warranty but is not covered by warranty. Please refer to the maintenance section of the service manual for instructions.

PERKINS makes no warranty of products manufactured by others and supplied by PERKINS, the same being subject to warranties, if any, of their respective manufacturers.

PERKINS shall not assume any liability for any incidental, consequential, direct, or indirect damage, loss or delay of any kind, including, but not limited to, the loss of profits, product or downtime.

PERKINS warrants any service parts it may sell for a period of ninety (90) day from the date of delivery for replacement only. The item being replaced must be returned to PERKINS for evaluation upon its request. The cost of labor to replace such part shall be the responsibility of the owner. PERKINS does not warrant any used parts.

PERKINS, whose policy is one of continuous improvement, reserves the right to improve its products through changes in design or materials as it may deem desirable without obligation to incorporate such changes in products of prior manufacture.

**THE ABOVE WARRANTY SUPERCEDES AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR ANY OTHER REPRESENTATIVE OF PERKINS IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR TO GRANT ANY OTHER WARRANTY. THESE TERMS WILL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR RELATED TO THE GOODS WILL BE LITIGATED ONLY IN STATE OR FEDERAL COURTS, AS APPROPRIATE, LOCATED IN WILL COUNTY, ILLINOIS. BUYER CONSENTS AND SUBMITS TO JURISDICTION IN THE STATE OF ILLINOIS AND WAIVES ANY RIGHT TO TRANSFER THE VENUE OF ANY SUCH ACTION OR PROCEEDING.**