

Warranty

1 Year Limited Warranty

A) Curry Supply Company warrants the "Off-Road" Non- licensed equipment it manufactures, including accessories and parts manufactured by Curry Supply shall be free from:

1. Defects in material and workmanship furnished by Curry Supply Co. and used in the fabrication thereof.
2. Defects arising from the selection of materials or process of manufacture.

Curry Supply Co. will warrant to the customer for the period of (1) calendar years parts and labor from the original date of purchase, that each **NEW** Curry Supply Co. product it sells will be free under "**NORMAL USE and SERVICE**" from defects in material and workmanship. Date of purchase will be honored as date of sale on the billing invoice only, which **MUST** be supplied with warranty claim.

The warranty of Curry Supply Co. does not cover, and Curry Supply Co. makes no warranty with respect to:

1. Defects not reported and defective items not returned to Curry Supply Co. within the warranty period
2. Failure and damages due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, dirt or corrosive matter;
3. Failure due to operation, intentional or otherwise, in any improper manner;
4. Damage caused by components, or parts, or accessories built by others or which were not manufactured or installed by Curry Supply Co.;
5. Any item which has in any way been altered by anyone other than an authorized representative of Curry Supply Co.;
6. Any item damaged in shipment or otherwise without the fault of Curry Supply Co.

Curry Supply Co. shall in no way be liable for any expenses incurred by the purchaser in any attempt to repair, replace or rework any originally defective item of sale. Curry Supply Co. shall in no way be liable for any losses, costs, forfeiture or damages (including loss of profits, liabilities of the purchaser, or its customers, or third persons, and all other consequential damages), whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of Curry Supply Co., its agents, employees and subcontractors, which might be claimed as a result of the defect, use or failure of the item delivered.

B) Curry Supply Co. makes no warranty with regard to component parts not manufactured or fabricated by it, but agrees to assign to the purchaser all of its rights under any original manufacturer's warranty covering such component parts, and agrees to assist the purchaser in making such contacts with the manufacturer of such component parts as may be necessary to protect its right under the warranty covering them submitted with any warranty claim (This includes but is not limited to the truck cab and chassis unit).

Except as stated, there is no warranty, express or implied, in connection with the design, manufacture, sale or use of the machinery, accessories, equipment and parts sold by Curry Supply Co. Curry Supply Company's liability on its warranty shall in no event exceed the cost of the item of sale.