



## LIMITED PRODUCT WARRANTY

Murray Design & Engineering Ltd. (hereafter referred to as "Seller") warrants its new Equipment, to be free of defects in material or workmanship for a period of (i) 12 months from the date the Equipment is first placed into service, whether such Equipment is sold, rented or leased or (ii) 2,000 hours of use, whichever first occurs, provided that in no event shall this warranty extend beyond a period of 24 months from the date of shipment from the factory; provided that (1) the Buyer or the end-user sends Seller written notice of the defect within sixty (60) days of its discovery and establishes to the Seller's satisfaction that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage, and that there have been no alterations to it; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer or the end-user or any of their respective agents or employees or any person using it; (2) a new machine registration certificate or the commissioning documents have been completed, signed and delivered to Seller within thirty (30) days of the equipment's "in-service" date; and (3) if included with the Equipment, the telematics system is registered and activated within thirty (30) days of the equipment's "in service" date and remains activated during the warranty period. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1), (2) and (3) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this limited product warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) other than genuine OEM Seller parts are used in the equipment.

Accessories, assemblies and components included in the Seller equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, including without limitation, friction plates, glass, clutch, proper tightening of bolts, nuts and brake linings pipe fittings, adding or replacing of fluids, filters, wire rope, belts, screening media, rubber skirting, chute linings and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

Seller makes no other warranty, express or implied, and makes no warranty of merchantability or fitness for any particular purpose.

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Seller.

**Parts Warranty:** Seller warrants the parts ordered from the Seller's parts department to be free of defect in material or workmanship for either (1) a period of 12 months after date of shipment from the factory or (2) 2000 hrs of use or (3) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from the Seller's parts department for Equipment that is no longer covered under this limited product warranty due to lapse of time or usage in excess of 4,000 hours of Critical Components, Seller warrants such parts to be free of defect in material or workmanship for a period of either 12 months after date of shipment from the factory or 2000 hrs of use, whichever occurs first.

**Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

**NO TRANSFERABILITY OF WARRANTY:** This warranty is limited to the original purchaser or original end-user if sold to a distributor and is not assignable or otherwise transferable without the written agreement of Seller. Please contact your local distributor for additional details if needed.

### ITEMS NOT COVERED BY SELLER WARRANTY

The following items are NOT covered under the Seller Warranty (the following list is not exhaustive):

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not an authorized Seller distributor.
2. Components which are not manufactured by Seller are not covered by Seller's warranty. Such components are covered only by the warranty that is provided by the manufacturer of such components. Such components may include, but are not limited to, chassis, air compressors, batteries, tires engines, engine components, and customer supplied products.
3. Replacement of assemblies: Seller has the option to repair or replace any defective part or assembly. It is Seller's policy to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
4. Normal Operational Maintenance Services and Wear Parts: Maintenance services and wear parts are excluded from warranty claims. Maintenance services and wear parts not covered include, but are not limited to, such items as: seals, gaskets, hoses, friction plates, glass, clutch and brake linings, filters, wire rope, exterior coatings, proper tightening of bolts, nuts and pipe fittings, adding or replacing of fluids, filters, belts, screening media, rubber skirting, chute linings and paint, services supplies such as hand cleaners, towels and lubricants, and inspections, diagnostic time and travel time.
5. Transportation cost and/or damage: Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
6. Deterioration: Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
7. Secondary Failures: Should the owner or operator continue to operate a machine after it has been noted that a failure has occurred, Seller will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
8. Workmanship of Others: Seller does not accept responsibility for improper installation or labor costs or costs of any kind from personnel other than authorized Seller distributor personnel.
9. Stop and Go Warranty: Seller does not recognize "Stop and Go" warranties.
10. **INCIDENTAL OR CONSEQUENTIAL DAMAGE: SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO (AT SELLER'S SOLE OPTION) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. This warranty shall not apply to any of Seller's equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of Seller. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

**IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT SELLER'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. IN NO EVENT SHALL SELLER, OR ANY SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY OTHER TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT OR COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOUR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACT OR OPPORTUNITY AND PENALTIES OF ANY KIND, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. THE SELLER'S LIABILITY TO THE BUYER SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, PROVIDED THAT NOTHING CONTAINED IN THIS LIMITED PRODUCT WARRANTY SHALL OPERATE TO EXCLUDE THE SELLER'S LIABILITY FOR DEATH OR PERSONAL INJURY.**