

# GMP Warranty



1a. General Machine Products (KT), LLC (“GMP”) warrants to the purchaser and/or end user:

(1) that a new product sold and manufactured by GMP will be free from original defects in material and workmanship under normal conditions of use for one year from the date the product was delivered to the purchaser and/or end user.

(2) that a new product sold and not manufactured by GMP will be covered exclusively by the manufacturer’s warranty.

(3) that a reconditioned used GMP product sold by GMP, or a non-owned product repaired by GMP, or a new part sold by GMP, will be free from original defects in material and workmanship for ninety days from the date the product was delivered to the purchaser and/or end user.

(4) that consumable items, including, but not limited to, pole hardware, lashing wire, duct swabs, wire clamps, will be free from original defects in material and workmanship when delivered to the purchaser and/or end user.

1b. The above warranties are contingent upon and subject to the condition that:

(1) the end user substantiates the date it purchased and received delivery of the product or part, and

(2) the product or part shall have been installed, maintained and used in accordance with GMP’s or the manufacturer’s written instructions.

2. The end user shall determine the suitability of GMP’s product or part for intended use, and the end user assumes all risk and liability whatsoever in connection therewith except to the extent set forth in this Warranty.

3a. GMP reserves the right to request that the product or part be returned to it for examination and shall not be responsible for user charges incurred in the replacement of any product. GMP’s agreement to repair or replace is also subject to its inspection of the product and verification of the nonconformity.

3b. Subject to immediate written notification of a nonconformance to this Warranty, GMP will, at GMP’s option, repair, replace, or refund the purchase price of that product or part, returned freight prepaid to GMP in Trevoze, PA.

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3c. To obtain repair or replacement service under this Warranty, the purchaser must contact the factory for a Return Material Authorization (RMA). Once obtained, send the RMA along with the defective part or product, transportation prepaid to:

**General Machine Products (KT), LLC**

3111 Old Lincoln Highway

Trevose, PA 19053 USA

Tel: 215.357.5500

3d. The field labor and material charges incurred by an authorized GMP dealer or an end user to disassemble, inspect, repair and reassemble our product or part at their respective prime locations will not be reimbursed unless GMP has first reviewed and approved those charges.

3e. Incidental repair charges incurred by an authorized dealer or an end user for items such as labor, transportation, tolls, lodging and meals at a location remote from its prime facility, or to demount our product or part from its remote location and forward to its prime facility, are not the responsibility of GMP, and are not covered by this Warranty.

3f. Incidental repair charges incurred by an authorized GMP dealer or end user to remove construction hardware, modify a vehicle or otherwise gain access to GMP's product or part, is a condition beyond GMP's control, and is not covered by this Warranty.

4a. GMP products or parts which become part of a total assembly which have been designated and/or manufactured by others, are not covered by this Warranty unless GMP reviews the total assembly and expressly extends its warranty.

4b. Design, material and workmanship furnished by others to install or operate a GMP product or part are not covered by this Warranty with respect to GMP's products or parts which are used in that particular assembly.

4c. Hydraulic, pneumatic, electrical or mechanical control equipment which is not manufactured by GMP and which becomes a part of a GMP assembly, is not covered by this Warranty.

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4d. This warranty does not cover damage from abuse, misuse, improper installation, improper operation, alteration, lack of maintenance, negligence in storage or handling, or normal wear and tear of the product.

5a. THE ABOVE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES OR GUARANTEES OF ANY KIND OR DESCRIPTION, EXPRESS OR IMPLIED.

5b. IN NO EVENT SHALL GMP BE LIABLE FOR ANY INJURY, LOST PROFITS, LOSS OR DAMAGE IN CONNECTION WITH THE INSTALLATION OR USE OF THIS PRODUCT OR PART, EXCEPT AS STATED IN THIS WARRANTY. GMP WILL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE, HANDLING, USE OR INABILITY TO USE THE PRODUCT OR PART, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT, NEGLIGENCE OR ANY OTHER THEORY.

5c. GMP'S SOLE LIABILITY AND THE PURCHASER'S SOLE REMEDY FOR A FAILURE OF A PRODUCT OR PART UNDER

THIS WARRANTY, AND FOR ANY AND ALL CLAIMS ARISING OUT OF THE PURCHASE AND USE OF THE PRODUCT OR

PART SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT OR PART THAT DOES NOT CONFORM TO THIS WARRANTY.

6. GMP reserves the right, without notice, to make changes in equipment design or components as progress in engineering or manufacturing methods may warrant.

7. This Warranty shall be construed in accordance with the laws of the State of Pennsylvania, of The United States of America.

8. This Warranty may not be modified, in whole or in part, except by writing signed by an authorized officer of GMP.