

JEL Manufacturing, LLC
One Year Limited Warranty

JEL Manufacturing, LLC (“JEL”) warrants solely to the original purchaser (the “Purchaser”) of the steel fabrication product (the “Product”) that the Product and its component parts that were manufactured by JEL shall be free of defects in materials and workmanship for a period of one (1) year from the date JEL releases the Product for shipment, provided each of the following conditions are satisfied (the “Warranty Period”):

- (i) The Product was inspected within five (5) days of receipt by Purchaser;
- (ii) The Product was properly installed and maintained, and was made operational within 90 days from the date of shipment and has not remained idle or unmaintained for more than 90 days;
- (iii) The Product has been operated under normal conditions with competent supervision;
- (iv) Purchaser notifies JEL promptly in writing upon discovery of suspected defect through JEL’s warranty request form found online at warranty.jelmfg.com; and
- (v) Purchaser’s warranty claim is determined by JEL to be a valid warranty claim.

If Purchaser timely makes a valid warranty claim, JEL shall, in its sole discretion, repair or replace the Product. This shall be Purchaser’s sole remedy under this One Year Limited Warranty. All returns must be pre-approved by JEL.

Returns / On-Site Repairs. After reviewing the warranty request form specifying in detail any problems with the Product, JEL shall determine, in its sole discretion, whether to repair or replace the Product. If JEL has decided to repair or replace the Product, within the terms of this One Year Limited Warranty, Purchaser must comply with the following conditions:

Returns. Purchaser must comply with all return instructions provided by JEL. The Product is to be delivered to JEL, at Purchaser’s expense.

On-Site Repairs. Travel to Purchaser’s location for repair must be prepaid and will include all or any combination of the following expenses for each repair professional dispatched: airfare, car rental, fuel, mileage, per diem, lodging, and standard daily service rate. If JEL determines a warranty claim is valid and is able to repair or replace the Product onsite, JEL may, in its sole discretion, refund all or part of the daily service rate.

Purchaser’s failure to arrange for prompt shipping and/or take possession of the Product does not extend the Warranty Period.

Title and risk of loss passes to Purchaser upon delivery of the Product to Purchaser’s carrier.

If Purchaser does not make a warranty claim during the Warranty Period, Purchaser will have waived any warranty claim, or any other claim, Purchaser may have had under this One Year Limited Warranty.

This One Year Limited Warranty only covers failures due to defects in materials and workmanship which occur during normal use. By way of partial enumeration, this One Year Limited Warranty does not apply to: any Product which, in the opinion of JEL, has been damaged during shipping; failures which are caused by parts and components that have been manufactured by any other manufacturer including, but not limited to, the motor, gearbox, electric components, head/tail pulley and belting; failures which result from accident, misuse or abuse; failure to comply with instructions or warnings as stated in the materials provided with the Product; neglect; mishandling; faulty installation; misapplication; improper set-up adjustments, operating or maintenance (or lack operating or maintenance); failures caused by alterations or modifications to the Product; and use of the Product in any manner for which the Product was not specifically designed. This One Year Limited Warranty shall terminate if the Product is serviced, installed, or modified by anyone not approved by JEL in writing, in advance. This One Year Limited Warranty shall not apply to any Product or part for which the name and date plate has been removed or is no longer located or exhibited on the Product or part.

JEL assumes no responsibility for expenses of field work or erection expenses associated with the Product. The correction of minor misfits and a reasonable amount of cutting, use of drift pins, reamers and/or redrilling is considered a normal expense of installation. Any error in shop fabrication preventing proper assembly of the Product should be reported to JEL immediately so Purchaser can obtain an approved method of correction.

LIMITATION OF WARRANTY. THIS ONE YEAR LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND JEL MANUFACTURING SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, EITHER IN CONTRACT OR ON ACCOUNT OF NEGLIGENCE, WITH RESPECT TO THE PRODUCT OR ANY OF JEL'S OBLIGATIONS ARISING HEREUNDER. JEL SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL. IN NO EVENT SHALL JEL'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY THE ORIGINAL PURCHASER FOR THE PRODUCT. THIS IS JEL'S EXCLUSIVE WRITTEN ONE YEAR LIMITED WARRANTY.

JEL makes no representations regarding any component part manufactured by a third-party. JEL does not warrant or guarantee that the Product will meet any particular performance criteria or specific standards.

Products manufactured by a third-party (“Third-Party Products”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Product. Third-Party Products are not covered by the One Year Limited Warranty contained herein. For the avoidance of doubt, JEL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.