

**LIMITED WARRANTY OF  
REEL POWER INDUSTRIAL INC.  
D/B/A REEL-O-MATIC or TULSA POWER**

Reel Power Industrial, Inc. d/b/a Reel-O-Matic ("the Warrantor") hereby warrants to the Original Purchaser ("the Purchaser") that, for a period of one (1) year from the date of purchase ("the Warranty Period"), the Warrantor shall repair or replace, at the Warrantor's sole option, and at no charge to the Purchaser, any defects in material or workmanship, under normal use and service, relating to this equipment being purchased by the Purchaser ("the Product") subject to the terms set forth below.

**How to Obtain Warranty Service**

In order to obtain warranty service, the Purchaser must send the reportedly defective part, freight prepaid, to the Warrantor for inspection. The Purchaser is responsible for all costs associated with removing the part and shipping it to the Warrantor.

After inspecting the part, the Warrantor shall either send the Purchaser a new replacement part (freight prepaid), or, if the part is found not to be defective, the Warrantor shall return the part to the Purchaser (freight collect).

If the Purchaser requires that a replacement part be shipped immediately before the above inspection process can take place, the Warrantor may ship a replacement part to the Purchaser under the following conditions:

- The Purchaser must authorize a purchase order to be initiated in the amount of the replacement part;
- The replacement part will then be shipped (freight collect), to the Purchaser;
- The Purchaser must ship the reportedly defective part to the Warrantor per the Warrantor's shipping instructions and at the Purchaser's expense;
- After the part(s) is received and inspected, the purchase order amount will be credited if the defect is confirmed; if no defect is found, the original part will be returned to the Purchaser (freight collect), and an invoice in the amount of the purchase order will be issued for the replacement part(s) already shipped to the Purchaser.

### **Purchaser's Obligations**

Purchaser must notify the Warrantor, at the address set forth above, of any warrantable defect within the Warranty Period and within one-hundred eighty (180) days after the defect is, or should have been, discovered. Warrantor shall not have any obligations under this Limited Warranty if Purchaser does not notify Warrantor of the alleged defect within the above time frame.

### **Persons Covered by This Limited Warranty**

Only the Purchaser, as defined above, is covered by the terms of this Limited Warranty and only the Purchaser may seek to enforce the terms of this Limited Warranty.

### **DISCLAIMER OF CONSEQUENTIAL, INCIDENTAL, AND EXEMPLARY DAMAGES**

THE ORIGINAL PURCHASER OF THE PRODUCT, ANY PERSON TO WHOM THE PRODUCT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED USER OR BENEFICIARY OF THE PRODUCT, SHALL NOT BE ENTITLED TO RECOVER FROM THE WARRANTOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, RESULTING FROM ANY DEFECT IN THE PRODUCT. EXCLUDED DAMAGES INCLUDE LOSS OF USE OF THE PRODUCT, DAMAGE CAUSED BY THE PRODUCT TO OTHER EQUIPMENT, LOSS OF REVENUES, ANY OTHER COMMERCIAL LOSSES, SUBSEQUENT USE OF RENTAL EQUIPMENT, LOSS OF TIME, INCONVENIENCE, PERSONAL INJURY DAMAGES, INSURANCE DEDUCTIBLES, PUNITIVE DAMAGES, AND ATTORNEY FEES.

### **DISCLAIMER OF IMPLIED WARRANTIES**

WARRANTOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER IMPLIED WARRANTIES. THERE ARE NO WARRANTIES MADE BY WARRANTOR BEYOND THAT CONTAINED IN THIS LIMITED WARRANTY. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS LIMITED WARRANTY.