

ODB Company warrants to the original purchaser of any new ODB Company equipment, purchased from an authorized ODB Company or any authorized ODB Company dealer, that the equipment be free from defects in material and workmanship for a period of one (1) year for municipal and commercial use from the date of retail sale. The obligation of ODB Company to the purchaser under this warranty is limited to the repair or replacement of defective parts.

Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for one (1) year from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs first. Warranted parts shall be provided at no cost to the user during regular working hours. ODB Company reserves the right to inspect any equipment or parts which are claimed to have been defective in material or workmanship.

DISCLAIMER OF IMPLIED WARRANTIES & CONSEQUENTIAL DAMAGES

ODB Company's obligation under this limited warranty, to the extent allowed by law, is in lieu of all warranties, implied or expressed, **INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and any liability for incidental and consequential damages with respect to the sale or use of the items warranted. Such incidental and consequential damages shall include but not be limited to: transportation charges other than normal freight charges; cost of installation other than cost approved by ODB Company; duty; taxes; charges for normal service or adjustment; rental of substitute equipment, expenses due to loss, damage, detention or delay in the delivery of equipment or parts resulting from acts beyond the control of ODB Company.

THIS LIMITED WARRANTY SHALL NOT APPLY:

- 1. To vendor items which carry their own warranties, such as engines, tires, axles, hoists, gauges, circuit boards, hydraulic pumps, batteries and especially fluid drive PTO couplings.
- 2. If the unit has been subjected to misapplication, abuse, misuse, negligence, fire or other accident.
- 3. If parts not made or supplied by ODB Company have been used in connection with the unit, if, in the sole judgment of ODB Company such use affects its performance, stability or reliability.
- 4. If the unit has been altered or repaired outside of an authorized ODB Company dealership in a manner which, in the sole judgment of ODB Company, affects its performance, stability or reliability.
- 5. To normal maintenance service and normal replacement items such as engine lubricant, bearing lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure.
- 6. To expendable or wear items such as impellers, steel liners, housings, bearings, pulleys, any and all rubber hoses, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.
- 7. Travel mileage and travel time of the end user and/or authorized dealer is not covered under this limited warranty.

NO EMPLOYEE OR REPRESENTATIVE OF ODB COMPANY IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN ODB COMPANY VICE PRESIDENT AT 5118 GLEN ALDEN DRIVE, RICHMOND, VA 23231.

