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## **WARRANTY**

Roura Material Handling warrants that each hopper, and each component thereof, manufactured by Roura Material Handling. (the "Products") will be free from defects in material and workmanship for a period of twelve months from the date of shipment from its factory. Roura Material Handling will promptly repair or replace, at its option, Products that are found to be non-conforming according to the foregoing warranty with removal, transportation, and installation at your cost. Roura Material Handling. reserves the right to credit or reimburse you for an amount equal to the purchase price of any defective Product in lieu of providing repaired or replacement Product.

Roura Material Handling will have no liability or obligation for breach of warranty or otherwise for (a) Products, components and accessories which have been manufactured by someone other than Roura Material Handling, or (b) any Product which, following delivery by Roura Material Handling., has been subjected to accident, abuse, misapplication, improper repair or alteration, improper installation or maintenance, neglect, or excessive operation conditions.

In no event will Roura Material Handling be liable for any indirect, special, incidental or consequential damages regardless of whether or not any of the same were foreseeable or that Roura Material Handling was advised as to the possibility of such damages. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW.

You acknowledge and agree that this Warranty is incorporated in, and is a part of, each purchase order, release, requisition or other document relating to Products to be supplied by Roura Material Handling and that Roura Material Handling's acceptance of your offer to purchase is made conditional upon the acceptance of this Warranty. Any modification to this Warranty shall require the written consent of an authorized officer of Roura Material Handling.

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