

D.I. Contractor Seamer

SIX(6) MONTH OR 25 HOUR LIMITED WARRANTY

This document sets forth the entire Warranty for the product manufactured by Developmental Industries, Inc., hereinafter referred to as We, Us and Our, and, the Purchaser as You or Your. No representation, promise or condition herein shall modify these terms. Developmental Industries, Inc. (D.I. Roof Seamers) is contractually obligated to You to provide service under this warranty where in accordance with, and as allowed by state law.

A. REPLACEMENT WARRANTY

1. TO OBTAIN AUTHORIZATION FOR REPAIR OR REPLACEMENT.

- You must obtain authorization prior to the receipt of a replacement product by calling 1-888-343-0456.
- Have the original product receipt or final invoice available.
- Instructions on obtaining replacement will be given.
- Once authorization is obtained, You shall be required to pay for any freight charges incurred in returning this item.
- At Our determination, You shall receive reimbursement in the form of repair or replacement of equivalent specifications of the item in question within four (4) to six (6) weeks of receiving the item at Our facility.
- All obligations are considered fulfilled upon replacement or warranty term expiration.
- At Your request, non-covered products can be returned to You at Your cost. You will be charged for any freight charges incurred by Us.

2. LIMIT OF LIABILITY. Maximum liability under this warranty shall be the retail price paid for the products minus any sales tax incurred. This warranty will expire at the time of replacement or term expiration.

3. NO WAIT PERIOD. Customers will not be subjected to a wait period from the date of purchase before any claims can be made. For any product repair and/or service requests during the six (6) month warranty period, please call 1-888-343-0456.

B. REPAIR WARRANTY

1. WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment necessary to repair operational or mechanical breakdowns of the products specified in this warranty, provided such service is necessitated by product failure during normal usage. The product specified and covered includes only equipment as originally configured and charged for in this warranty. Coverage also applies to the parts that are necessary to the covered product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered product. The maximum liability owed to You under this warranty will be the full retail cost of Your product minus any sales tax. In the event We replace the product with a product with equivalent specifications, We shall have satisfied all obligations owed under this warranty.

2. PRODUCT REPAIR PARTS. If the product or a unit, component, part or subassembly require repair, We may, at Our option and discretion, repair, replace or exchange it with an equivalent product, unit, component, part or subassembly that is new or refurbished.

3. TIME FOR SERVICE. Service will be performed during the hours of 8:00 am to 5:00 pm CST Monday through Friday, excluding holiday periods. Diagnosis of any problem will not exceed ten (10) working days. Any repairs will be conducted AFTER a full diagnosis.

4. PLACE OF SERVICE. All service will be provided at Our facility (915 Highway 45 Corinth, MS 38834). After we authorize your claim, We will arrange for service and We will cover the reasonable parts and labor costs that We authorize. You will be responsible for transporting Your product to an authorized shipping depot and any freight charges to ship the product to Us. You will be asked to provide proof of purchase as a condition for receiving service under this Contract. **Your original purchase receipt or final invoice should be kept with this service Contract in a safe place.**

5. PARTS AND SUBCONTRACTING. Parts used to repair equipment may either be new or refurbished at Our sole option. Service will be provided by the original manufacturer, not by subcontractors.

6. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION. If We determine that We are unable to repair Your products due to the unavailability of functional parts, service or technical information, the total liability owed to You under this Contract will be the lesser of (I) the current market value of a product with equivalent specifications or (II) the retail price paid for Your product minus any sales tax, shipping charges and claims paid, in lieu of service repairs or replacement of the product with equivalent specifications. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a replacement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon product replacement or warranty term expiration.

7. NO LEMON GUARANTEE. During the term of this Contract, when three (3) service repairs, with three (3) separate claim numbers, have been completed on the same component, and that same component requires a fourth (4th) repair, as determined by Us, Your product will be replaced with a product of like grade and quality made by Us, not to exceed the original retail purchase price. In the event a comparable replacement cannot be located, a buyout, not to exceed the original purchase price, will be provided. **This does not include repairs necessary during the manufacturer's warranty period of previous service contract terms.** Once you have received your product replacement or buyout all contractual obligations are considered fulfilled upon buyout of the product.

9. BUYOUT. We may elect, at Our option, to buyout the warranty during the coverage term for the lesser of (I) current market value of the product with equivalent specifications or (II) retail price paid for Your product minus any sales tax, shipping costs and claims paid. When determining the current market value of a product of equivalent specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. All contractual obligations are considered fulfilled upon buyout of the product.

C. REPAIR AND REPLACEMENT WARRANTY

1. TERM OF COVERAGE. The term of Replacement Warranty and of Repair Warranty commences at Date of Purchase and extends for six (6) months or 25 Hours as indicated on the equipped hours of use meter.

2. ACCIDENTAL DAMAGE FROM HANDLING (ADH). ADH pertains to the purchaser and/or operator of the product. Your product is protected against accidental damage from handling. ADH will end prior to incurred costs under this plan and all other coverage equal to the original purchase price of Your product. (as indicated on Your invoice). ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, dropping the product from a height greater than twelve (12) inches, negligence, reckless, abusive, willful, unnecessary or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Us and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial.

3. IMPORTANT NOTE. Repairs recommended by anyone other than the manufacturer are not covered unless authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all items to be covered must be provided to execute application for service. If You request service for a non-covered repair, You will be responsible for all costs associated with the repair. If the product is found to be performing to the manufacturer's specifications, it will be returned to you at Your expense.

4. DEDUCTIBLE. No deductible applies to the warranty.

5. LIMITATIONS OF COVERAGE. This warranty does NOT cover:

- a. Any equipment located outside of the United States with the exception of Canada. The purchaser will be responsible for any fees related to customs or import/export expenses.
- b. Service required as a result of any alteration of the equipment, repairs made by anyone other than the manufacturer, its agents and/or distributors, or without written instruction and permission from the manufacturer.
- c. Damage to other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner/operator manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war and acts of God.
- d. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use of movement of the equipment, failure to follow any applicable OSHA guidelines, including the failure to place the equipment in a reasonably protective environment.
- e. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used. Any installation that prevents normal service. Any and all cases in which the manufacturer of the equipment would not honor and warranty regarding the equipment.
- f. Cosmetic damage such as, but not limited to, scratches, dents, rust, stains. Non-functional parts such as, but not limited to, plastics, finishes, knobs, meters and dials. Consumable, expendable or perishable items; defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the product, regardless if it is consumer replaceable or not.
- g. In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- h. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement. Damages caused by delays in rendering service or loss of use during the period that the product is at the manufacturer for repairs or otherwise awaiting parts that are not covered.
- i. Operational or mechanical failure which is not reported prior to expiration of this warranty or within ten (10) days of product failure.
- j. Equipment sold without a manufacturer's warranty or sold "as is".
- k. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- l. Equipment where the serial plate and/or stamped serial information on the equipment is removed, defaced or otherwise made illegible.
- m. Non failure problems that do not require parts or intermittent issues. Additional shipping charges will be paid by You if any "no failure found" diagnosis is determined.
- n. Misuse, abuse, rentals, unauthorized repairs and/or parts by others, parts designed for replacement during the life of the product such as motor brushes, squeaking or other noises.
- o. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, lack of maintenance, bodily injury, pre-existing conditions, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at your jobsite, office or other location.
- p. De-installation and/or removal of defective equipment and reinstallation of replaced equipment.
- q. The power unit or motor of the machine, all rollers including fiber, steel and cam etc., UHMW backing pads, and shipping cases.
- r. Service calls to your jobsite, office or other location.
- s. Any cost recoverable under an insurance policy.

7. STATE VARIATIONS. Certain states have specific conditions; you must familiarize yourself with the applicable laws and statutes that affect you.

8. TRANSFERABILITY. This warranty is non-transferable.

9. COVERAGE AND TERM. This is not an insurance policy. As the Administrator, D.I. Roof Seamers will assist you in understanding Your coverage benefits from the day You purchase Your product. If Your covered product needs repair, You should call 1-888-343-0456 or you may submit your claim in writing to D.I. Roof Seamers 915 Highway 45 Corinth, MS 38834. With any correspondence, please provide Your daytime phone number.

10. TIME FOR SERVICE. Service will be performed during the hours of 8:00 am to 5:00 pm CST Monday through Friday, excluding holiday periods. Diagnosis of any problem will not exceed ten (10) working days. Any repairs will be conducted AFTER a full diagnosis.

11. ENTIRE WARRANTY. This is the entire Contract and no other oral modifications are valid.

12. LIMITATION OF LIABILITY. THE MANUFACTURER/RETAILER, D.I. ROOF SEAMERS OR ANY OTHER COMPANY IN THE DEVELOPMENTAL INDUSTRIES, INC. FAMILY OF BUSINESSES, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE TO ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

If You have any questions, require customer service, or wish to report a claim, please contact: D.I. Roof Seamers 915 Highway 45 Corinth, MS 38834. Phone 1-888-343-0456.