

## EJ Metals

### Dump Chute Warranty & Terms

#### **TERMS**

Terms are Net 30 Days, FOB from the Factory (1201 Maple Creek Lane, New London, WI 54961)

#### **WARRANTY**

E.J. Metals, LLC (manufacturer) shall warranty each new Dump Chute unit to be free from defects in materials or workmanship under normal use and service. The manufacturer's obligation under this warranty is limited to repairing or replacing, as the company may elect, any parts thereof which are returned to them, with transportation costs prepaid and as to which examination is disclose to the company's satisfaction to have been defective. The part, or parts, shall be returned to the manufacturer not later than **(1), year** from delivery of the dump chute. Such defective part, or parts, shall be repaired or replaced free of charge and without charge for installation to the original purchaser.

This warranty shall not apply:

- 1) To normal maintenance and adjustments.
- 2) Any condition resulting from incorrect or inadequate maintenance or care.
- 3) Damage resulting from misuse, abuse, negligence, accidents of shipping damage.
- 4) To any Dump Chute that has been repaired or altered outside of the factory.

This warranty is in lieu of all other warranties, expressed or implied, all other representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. The manufacturer neither assumes nor authorizes any other person to give or assume any other warranty or liability on the company's behalf, unless made or assumed in writing by the company.

EJ Metals, LLC shall warranty the Dump Chutes against defects in material and workmanship for a period of one **(1), year** after the delivery date.

For the purposes of this warranty, the delivery date is defined as the date when the Dump Chute leaves the EJ Metals, LLC facility: 1201 Maple Creek Lane, New London, Wisconsin 54961.