

# HILLCO Statement of Limited Warranty

#### **Class II Warranty**

Parts & Labor

Hillco warrants its Class II products to be free from defects in material and workmanship for a period of twelve (12) consecutive months following the warranty start date.

The warranty start date for Hillco Class II products is the date of the invoice, or the first date of use, whichever is earliest. Once the warranty period has begun, it cannot be stopped.

Hillco warrants genuine Hillco replacement parts and components to be free from defects in material and workmanship for a period of ninety (90) consecutive days following the Hillco invoice date, or the remainder of the original equipment warranty period, whichever is longer.

Hillco's obligation under this product and parts warranty shall be limited to repairing or replacing, free of charge to the original purchaser, any part(s) that, in Hillco's judgment, shows evidence of such defect.

### **Limitations to Warranty**

This warranty does not cover:

- 1) Any product damaged by accident, abuse, misuse, negligence, or improper maintenance.
- 2) Any unauthorized product alteration or modification.
- 3) Any unauthorized repairs made with parts other than genuine Hillco parts unless specifically authorized by Hillco.
- 4) Any repairs performed by anyone other than Hillco or an authorized Hillco dealer unless specifically authorized by Hillco.
- 5) Any claims directly resulting from improper installation, except those installations performed by Hillco.

#### **Warranty Procedure**

No warranty claims will be accepted without a completed Dealer PDI on file at Hillco.

For warranty submission instructions please email warranty@hillcotechnologies.com and request a Warranty Claim Form. Complete the Warranty claim form and submit the claim, via email to warranty@hillcotechnologies.com withing thirty (30) days of the occurrence of the failure and within the warranty period.

All warranty work must be performed, and claims submitted, within thirty (30) days of the occurrence of the claim and within the warranty period.

All parts removed during warranty repair should be held for a period of sixty (60) days after the warranty claim has been submitted to Hillco.

Hillco reserves the right to either inspect the product at the original retail purchaser's location, or the authorized Hillco's dealer's location; or require it to be returned to Hillco, transportation charges prepaid, for inspection.

For additional details on Hillco's Warranty Program refer to Hillco's current "Warranty Policy Guide".

## Limitation of Liability

Hillco makes no express warranties other than those, which are specifically described herein. Any description of the goods sold hereunder, including any reference to buyer's specifications and any descriptions in circulars and other media published by Hillco is for the sole purpose of identifying such goods and shall not create an express warranty that the goods shall conform to such description.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. There are no implied warranties of merchantability or fitness for a particular purpose. This warranty states Hillco's entire and exclusive liability and buyer's exclusive remedy for any claim for damages in connection with the sale or furnishing of Hillco products, their design, suitability for use, installation, operation, or for any claimed defects herein. HILLCO WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR FOR ANY SUM IN EXCESS OF THE PRICE RECEIVED FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

Neither representative of Hillco nor any dealer associated with Hillco has the authority to change the items of this warranty in any manner whatsoever, and no assistance to purchaser by Hillco in the repair or operation of any Hillco product shall constitute a waiver of the conditions of this warranty, nor shall such assistance extend or revive it.

Hillco reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.