

MATERIAL WARRANTY

DEEP FOUNDATION SOLUTIONS

VIBRATORY HAMMER * POWER UNIT * AUGER SYSTEMS * DIESEL & HYDRAULIC HAMMERS

* DRILL RIGS * HYDRAULIC PILING RIGS * WICK DRAIN INSTALLERS * LEAD SYSTEMS



American Piledriving Equipment, Inc. MATERIAL WARRANTY

American Piledriving Equipment, INC (APE) warrants new products sold by it to be free from defects in material or workmanship, in accordance with shop drawings approved by the engineer of record, for a period of 90 days after date of delivery to the first user and subject to the following conditions: APE's obligation and liability under this WARRANTY is expressly limited to repairing or replacing, at APE's option, any parts which appear to APE, upon inspection, to have been defective in material or workmanship. Such parts shall be provided at no cost to the user, at the business establishment of APE or the authorized APE distributor of the product, during regular working hours. This WARRANTY shall not apply to component parts or accessories of products not manufactured by APE and which may carry the warranty of the manufacturer thereof, or to normal maintenance or to normal maintenance parts. Replacement or repair parts installed in the product covered by this WARRANTY are warranted only for the remainder of the warranty, as if such parts were original components of said product. APE COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OFMERCHANTABILITY OR FITNESS, FOR ANY PARTICULAR PURPOSE.

APE's obligation under this WARRANTY shall not include any transportation charges, cost of installation, duty, taxes or any other charges whatsoever, or liability for direct, indirect, incidental, or consequential damage of delay. If requested by APE, products or parts for which a warranty claim is made are to be returned, transportation prepaid to APE. Any improper use, including operation after discovery of defective or worn parts, operation beyond rated capacity, and substitution of parts not approved by APE or any alteration or repair by others in such manner as in APE's judgment affects the product materially and adversely, shall void this WARRANTY.

NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WORDS OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN OFFICER OF APE.

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