## Obsidian Manufacturing Industries, Inc. Limited Two-Year Warranty

Obsidian Manufacturing Industries, Inc. hereby warrants that for a period of *two years* from the date of purchase, this product will be free from mechanical defects in material and workmanship, and for 90 days in respect to non-mechanical parts. At its sole discretion Obsidian Manufacturing Industries, Inc. will either repair or replace the product found to be defective or issue a refund on the product during the warranty period. Replacing the product found to be defective is limited to spare parts only. Any refund to the customer will be at pro-rated value based on the remaining period of the warranty. Electrical spare parts replaced at customer's location by persons other than a trained service technician employed by Obsidian Manufacturing Industries, Inc. are not covered under any warranty.

The warranty is only valid for the original purchaser from the date of initial purchase and is only transferable if warranty transfer request is filed in writing with Obsidian Manufacturing Industries, Inc. within 90 days of original purchase. Keep the original invoice and warranty certificate, as proof of purchase is required to obtain warranty validation. No other person, company, or corporation has the right to alter, modify, or in any way revise the terms and conditions of this warranty.

**Exclusions**: The warranty does not cover normal wear of parts or damage resulting from any of the following: negligent use of the product, use of improper voltage or current, improper routine maintenance, use contrary to the operating instructions, Acts of God such as fire, floods, hurricanes, or tornadoes, disassembly, repair, or alteration by anyone other than qualified Obsidian Manufacturing Industries, Inc. personnel. Furthermore, removal of Obsidian Manufacturing Industries, Inc.'s nameplate or nametag from products negates all warranties. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

Obsidian Manufacturing Industries, Inc. shall not be liable for any incidental or consequential damages caused by the breach of any express or implied warranty. Apart for the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose is limited in time to the duration of the warranty. Some states, provinces or jurisdictions do not allow the exclusion or limitations on how long an implied warranty lasts, and therefore, the above exclusions or limitations may not apply to you. The warranty covers specific legal rights which may vary by state, province and/or jurisdiction.

How to Obtain Warranty Service: You must contact Customer Service at 1-815-962-8700. A trained service technician will attempt to resolve warranty issues over the phone. If the technician is unable to resolve the problem, you will be provided with a case number and asked to return the product to: Obsidian Manufacturing Industries, Inc., 5015 28<sup>th</sup> Avenue, Rockford, IL, 61109. Attach a tag to the product that includes: contact name, company address, daytime contact phone number, case number, and a short description of the problem. Also, including a copy of the original invoice will expedite the warranty repair. Carefully package the tagged product with the requested paperwork and send it (with shipping and insurance prepaid) to Obsidian Manufacturing Industries, Inc.'s address. Obsidian Manufacturing Industries, Inc. shall bear no responsibility or liability for the returned product while in transit to Obsidian Manufacturing Industries, Inc.'s repair facilities.

THE FORGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCT BY US.

UNDER NO CIRCUMSTANCES INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE SHALL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING OR DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE PRODUCT.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

## **Transfer of Warranty**

Original Purchase Date:	Today's Date:		
Original Owner Information			
Company Name:			
Address:			
Address:			
City:	State:	Zip Code:	
Authorized Signature:		Title:	
Phone:	Fax:		
New Owner Information			
Company Name:			
Address:			
Address:			
City:			
Authorized Signature:		Title:	
Phone:	Fax:		

Please file this original warranty transfer with Obsidian Manufacturing Industries, Inc. immediately. Terms and Conditions of warranty, including transfer, are printed on reverse.



5015 28<sup>th</sup> Avenue Rockford, IL 61109 phone (815)962-8700 fax (815)398-0285 info@obsidianmfg.com www.obsidianmfg.com **Our Brands** 

