

Warranty

THINLINE[®] Mobile Refuse Cylinder-Actuated Units One-Year Limited Warranty

BEFORE ANY WARRANTY CAN BE ALLOWED ON ANY NEW EQUIPMENT, THE APPLICABLE REGISTRATION FORM MUST BE ON FILE WITH BAYNE MACHINE WORKS, INC.

BAYNE MACHINE WORKS, INC. warrants its THINLINE® MOBILE REFUSE CYLINDER-ACTUATED UNITS to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of delivery to the first purchaser.

This warranty is expressly limited to the repair or replacement of any component or part thereof of any such unit manufactured by BAYNE MACHINE WORKS, INC., that is proven to Bayne's satisfaction to have been defective in material or workmanship. BAYNE MACHINE WORKS, INC. is not responsible for labor and transportation charges in connection with the replacement or repair of defective parts, nor shall this warranty apply to a product upon which repairs or alterations have been made unless such repairs or alterations were authorized by BAYNE MACHINE WORKS, INC. is not responsible for labor and transportation charges which repairs or alterations have been made unless such repairs or alterations were authorized by BAYNE MACHINE WORKS, INC. in writing. No employee or any other representative of BAYNE MACHINE WORKS, INC. is authorized to change this warranty in any way or to grant any other warranty.

Any service parts sold by BAYNE MACHINE WORKS, INC. shall carry a ninety (90) day warranty for replacement only. The warranty item must be returned to BAYNE MACHINE WORKS, INC. for evaluation upon its request. Labor to replace or repair such part shall be the responsibility of the owner. There is no warranty on used parts.

BAYNE MACHINE WORKS, INC. makes no warranty of products manufactured by others and supplied by Bayne, the same being subject to warranties, if any, provided by their respective manufacturers. BAYNE MACHINE WORKS, INC. will not warranty wear items used for anti-friction purposes. BAYNE MACHINE WORKS, INC. will not warranty wear items used for sealing purposes.

BAYNE MACHINE WORKS, INC. ASSUMES NO LIABILITY FOR LOSS OF PROFITS, PRODUCT, TIME OR ANY OTHER DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES, DAMAGES OR DELAYS. Any improper use, operation at an actuator cycle time of less than six (6) seconds, substitution of parts not approved by Bayne, modifications other than those done at the factory or as authorized by the factory in writing, or any alteration or repair by others in such manner that, in Bayne's judgment, affects the product materially and adversely shall void this warranty. Actuator cycle time does not include vertical travel.

This warranty shall not apply to any product that has been subject to misapplication, negligence, modification, or accidental damage.

BAYNE MACHINE WORKS, INC., whose policy is one of continuous improvement, reserves the right to improve its products through changes in design or materials as it may deem desirable without obligation to incorporate such changes in products of prior manufacture.

THE ABOVE WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. BAYNE MACHINE WORKS, INC. SPECIFICALLY DISAVOWS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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