

## **The Knight Performance Warranty**

Knight warrants that its products and parts shall meet all applicable specifications, performance requirements, and be free from defects in material and workmanship for one year, (Servo Systems for 2 years, Pneumatic Lift Tables for 5 years), from the date of invoice, unless otherwise noted. One exclusion would include any purchased components not manufactured by Knight and their specific individual warranties. Paint defects, scratches and marring from shipping are also excluded.

This warranty shall not cover the failure or defective operation caused by inadequate training provided by customer regarding the operation and / or maintenance of the tool, misuse, negligence, misadjustment, or any alteration not approved by Knight. Knight's obligation is limited to the replacement or repair of Knight's products at a location designated by Knight. Buyer is responsible for all associated internal removal and reinstallation costs as well as freight charges to and from Knight Industries. Knight's maximum liability shall not in any case exceed the contract price for the products claimed to be defective.

Any field modification made to Knight Products or Systems without the written authorization by Knight Global shall void Knight's warranty obligation.

Knight warrants the Servo Hoists, Servo Arms, and Servo Tractors to be free from defects in material or workmanship for a period of 2 years or 6000 hours use from the date of shipment. Knight Distributors/ Agents are not authorized to circumvent or change any of these terms and / or conditions of this warranty unless prior approval is received in writing by Knight Global Management. Verbal statements made by Knight Distributors/ Agents do not constitute warranties. On a design and build job, the customer is the owner of the equipment once they authorize shipment. The purchased equipment cannot be returned for reimbursement or credit.

DISCLAIMERS: OTHER THAN AS SET FORTH HEREIN, NO OTHER EXPRESSED WARRANTIES, AND NO IMPLIED WARRANTIES, ORAL AND WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY KNIGHT GLOBAL WITH RESPECT TO ITS PRODUCTS AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. KNIGHT GLOBAL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS AND ALL SUCH INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY ALSO SPECIFICALLY DISCLAIMED. KNIGHT GLOBAL WILL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY, NOR FOR DAMAGES OF ANY KIND RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF ANY MATERIALS OR EQUIPMENT FURNISHED HEREUNDER.