

## LIMITED WARRANTY (SWEEPERS)

Bucher Municipal North America, Inc. ("Bucher Municipal") warrants to the original end user purchaser ("You" or "Your") that the Bucher-branded sweeper product (referred to herein as a "Product") will be free from material defects in workmanship and materials under normal use and service during the **first two thousand (2,000) hours of operation or for a period of twenty-four (24) months from the date of purchase, whichever occurs first.** Bucher Municipal further warrants to You that with respect to Bucher-branded spare parts, each such spare part which is installed in a Product in connection with a valid warranty claim will be free from material defects in workmanship and materials under normal use and service for a period of twelve (12) months from the date of installation.

The following are additional terms applicable only to the particular Product or parts identified (and subject to all other terms in this Limited Warranty):

## HOPPER WARRANTY STATEMENT - Truck Mounted V, R & ES - Range Sweepers

**Bucher Municipal** hereby certifies that the sweeper's Debris Hopper Body, excluding normal wear and tear and excluding inlet wear tubes, plates and screens, shall be warranted against rust perforation, corrosion perforation and any failure of the internal hopper protective coatings for the lifetime of the sweeper, provided the sweeper is continuously owned by the original purchaser, and provided the warranty is requested in the customer's bid specifications. Coverage includes parts and labor in accordance with the terms in the Limited Warranty. This additional limited warranty is not transferable.

## IMPELLER/SUCTION FAN DRIVE SYSTEM WARRANTY STATEMENT - Truck Mounted V & R-Range Vacuum Sweepers

**Bucher Municipal** hereby certifies that the sweeper's impeller/suction fan drive system, excluding the auxiliary engine and suction fan, shall be warranted for five (5) years from the original date of purchase of the sweeper, provided the sweeper is continuously owned by the original purchaser and provided the warranty is requested in the customer's bid specifications. Coverage includes all components between the engine flywheel and the suction fan. The warranty shall also cover normal wear items such as belts, pulleys, bearings, shafts, fluid couplings, clutches and seals. Coverage includes parts and labor in accordance with the terms in the Limited Warranty. This additional limited warranty is not transferable.

There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Bucher Municipal's instructions, or improper installation, storage or maintenance. This Limited Warranty does not cover chassis or engines, and Bucher Municipal's sole obligation with respect to such chassis and engines shall be limited to assigning or transferring to You any written warranty extended to Bucher Municipal by the manufacturer thereof, to the extent such warranty may reasonably be assigned or transferred. However, Bucher Municipal does not guarantee that the manufacturer of such chassis or engines will comply with any of the terms of its warranty. This Limited Warranty does not cover any of the following: (1) parts designated by Bucher Municipal as consumable items; (2) fuel, hydraulic fluid, antifreeze and other lubricants used in connection with maintenance or warranty work; or (3) downtime incurred in connection with maintenance or warranty work. Improper or incorrectly performed maintenance or repair that causes damage to the Product will void this Limited Warranty. This Limited Warranty applies only to original equipment supplied by Bucher Municipal and to genuine Bucher-branded spare parts. Without limiting any of the foregoing, there is NO WARRANTY for unauthorized parts or materials, or for any equipment failure caused by the use of such unauthorized parts or materials including, without limitation, non-OEM brooms, hoses and filters. Bucher Municipal must have received Your properly completed warranty registration card within fifteen (15) days of Your purchase of the Product or the Limited Warranty shall not apply and there shall be NO WARRANTY. All Limited and Extended Warranties are non-transferable.

The availability of relief under this Limited Warranty is conditioned on: (a) Your delivery of written notice (as described below) of the defect within thirty (30) days after Your discovery of the defect (or if the defect is discovered during delivery to You, within 24 hours after such delivery), which notice must include a detailed written report describing (i) the problem, (ii) the circumstances under which the problem was discovered, and (iii) any additional relevant information; and

(b) defective part(s) being held by You until disposal or return has been authorized in writing by Bucher Municipal. For the avoidance of doubt, if any of the foregoing conditions are not met, then there is NO WARRANTY.

Bucher Municipal's sole and exclusive obligation under this Limited Warranty (and Your sole and exclusive remedy) shall be, upon prompt written notice by You to Your authorized Bucher Municipal dealer of any claim or breach during the applicable warranty period, to either, at Bucher Municipal's option, repair or replace without charge, any Product or Bucher Municipal-branded part found by Bucher Municipal to be covered by and in breach of this Limited Warranty.

Notice of any warranty claim or request for warranty service should be sent to the Bucher Municipal-authorized dealer that sold the Product to You, or any other person authorized by Bucher Municipal in writing. It is Your responsibility to perform the recommended maintenance at the intervals outlined in the applicable Product manual or in accordance with other written instructions provided by Bucher. You will be responsible for transportation of the Product to and from an authorized dealer's place of business.

Any assistance Bucher Municipal provides to or procures for You outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this Limited Warranty, nor will such assistance extend or revive the warranty.

Bucher Municipal will not reimburse You for any expenses incurred in repairing or replacing any defective Products, except for those incurred with Bucher Municipal's prior written permission.

This warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. BUCHER MUNICIPAL HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES, THE DURATION OF ANY APPLICABLE IMPLIED WARRANTY IS LIMITED TO THE PERIOD SPECIFIED FOR THE EXPRESS WARRANTY CONTAINED HEREIN. Any oral or written description of the Products is for the sole purpose of identifying the Products and is not an express warranty. No person is authorized to make any other warranty or assume for Bucher Municipal any liability not strictly in accordance with this Limited Warranty. Prior to using or permitting use of the Products, You agree to determine the suitability of the Products for the intended use and further agree to assume all related risk and liability. You agree that Bucher Municipal has no post-sale duty to warn You or any other party about any matter.

YOU AGREE THAT BUCHER MUNICIPAL WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. BUCHER MUNICIPAL'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES RECEIVED BY BUCHER MUNICIPAL FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to You.

Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion is deemed invalid or unenforceable, the remaining portions shall still be enforceable.