



Limited Warranty for Equipment

The Miller Curber Company guarantees to the original purchaser the frame and metal components of the equipment manufactured by Miller Curber Company to be free from defects in material and workmanship for six (6) years from date of original shipment from Miller Curber Company. This warranty excludes all equipment, parts, components and accessories not manufactured by Miller, including, but not limited to: engines, transmissions, pumps, cylinders, batteries, tires, bearings, belts, etc. Such products are warranted by their respective manufacturer, whose warranty will be the governing warranty for that particular product. Individual manufacturers' warranties are available upon request.

This is a LIMITED WARRANTY. This warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and all other obligations or liabilities on our part. And we neither assume nor authorize any other to assume for us, any other liability in connection with the sale of any Miller Curber Company products. There are no warranties which extend beyond the description on the face hereof. To validate this warranty for equipment the registration form which accompanies each machine must be completed and returned to the factory by the customer within two (4) weeks after the purchase of the machine.

Emission Control System Warranty for Emissions Equipment Installed on Miller Curber Models MC-850/900

The Miller Curber Company guarantees to the original purchaser of all of the emissions equipment installed on Miller Curber Model MC850/900 to be free from defects in material and workmanship for two (2) years from the date of original shipment from Miller Curber Co. Emission equipment includes: 1) welded steel fuel tank, 2) sealing, tethered fuel cap, c) low permeation fuel supply hose, and d) low permeation fuel vapor hose.

Exclusions: Failures other than those resulting from defects in material and workmanship are not covered by this warranty. This warranty does not extend to emission control systems or parts which are affected or damaged by owner abuse, neglect, improper maintenance, misuse, misfueling, improper storage, accident and/or collision, the incorporation of, or any use of, any add-on or modified parts, unsuitable attachments, or the unauthorized alteration of any part.

Limited Warranty for Hand Tools

The Miller Curber Company guarantees to the original purchaser the hand tools manufactured by Miller Curber Company to be free from defects in material and workmanship for ninety days from the date of purchase. The obligation of the Miller Curber Company under this warranty shall be limited to the repair or replacement of any product or parts thereof which may prove to be defective in material or workmanship, to the satisfaction of Miller upon inspection, under normal use and service. This warranty shall not apply to any product or part of said product, which in the judgment of the Miller Curber Company, was not operated, or maintained correctly, in every respect, as outlined in the manual or information which accompanies each product. This warranty does not apply to failure occurring as a result of abuse, misuse, negligent repairs, corrosion, erosion, normal wear and tear, alterations or modifications made to the product without the express written consent of the Miller Curber Company.

The total liability of Miller Curber Company with respect to their sale of products or services furnished hereunder, in connection with the performance or breach thereof, or from the sale, delivery, installation, repair or technical direction covered by or furnished under the sale, whether based on contract, warranty, negligence, indemnity, strict liability, or otherwise shall not exceed the purchase price of the unit of product upon which such liability is based.

Since Miller Curber Company has no means of controlling the final use of its products by the consumer or user, it is the responsibility of the immediate seller(s) to inform the user of each product of the purposes and conditions for which the product may be fit and suitable, including the precautionary measures which must be taken in order to insure the safety of the user and of third persons and property. Both the seller and the manufacturer shall be held free and harmless from any liability from injury to any person(s), loss or damage to any property, direct, incidental, consequential, or otherwise, resulting from the accidental, negligent, altered, abused or misused operation of

the machine. Before using, the user shall determine the suitability of the product for the intended use, and the user assumes all risk and liability what-so-ever in connection with such use. Any product built to customer design shall be warranted as above only with respect to materials and workmanship. The Miller Curber Company shall be held harmless from any injury or damage resulting from such custom design, or functional dissatisfaction of such product. Miller Curber Company reserves the right to modify, alter and improve any part or parts without incurring any obligation to replace any part or parts previously sold without such modified, altered or improved part or parts. Authorization from the Miller Curber Company is required prior to any warranty work being performed. Any warranty work authorized by the Miller Curber Company will be performed only at the location(s) authorized and by the person(s) authorized. When warranty repairs require specific procedures, repairs will be performed as instructed by the Miller Curber Company. Authorization from the Miller Curber Company is required prior to any products or parts of products being returned to the factory for warranty consideration. All returns must be shipped prepaid and are subject to inspection.

This warranty does not obligate the Miller Curber Company to bear the cost of service, labor, mileage, delivery charges, or other expenses that have not been previously authorized by the Miller Curber Company. In the event that new parts are shipped to a dealer/user to replace alleged defective parts, prior to Miller Curber Company receiving the alleged defective parts, and prior to Miller Curber Company determining that parts are defective and covered under warranty, the new parts will be shipped and invoiced as a normal parts order. The dealer/user invoiced under these conditions is liable for payment of the parts invoice. At such time that the returned parts are determined to be defective, and covered under warranty, a credit to account will be issued for the warranted amount.