



KD Sales Warranty

KD Sales warrants its products to be free of defects in material and workmanship for a period of 30 days from the date of first use by the original purchaser at retail, under normal use and service. Defective parts must be returned to **KD Sales** at owner's expense for inspection. The obligation of **KD Sales** under this warranty shall be limited to shipment, to the original purchaser at retail, of the parts and equipment intended to replace the part(s) acknowledged by **KD Sales** to be defective in material or workmanship and does not include any installation or transportation costs. No warranty is made with respect to items made by other, since such items are warranty by their respective makers. No liability is assumed for expenses or damages resulting from the malfunction or interruption in operation of equipment. This warranty shall not apply to any equipment, or any part thereof, which has been misused, or which has been altered elsewhere other than the place of manufacture, or in which the original purchaser thereof, at retail, has used or allowed to be used, parts not made, assembled, or supplied by **KD Sales**. **KD Sales** reserves the right at any time to make changes in the design, material, or specifications of machinery, equipment, or parts, without thereby becoming liable to make similar changes in machinery, equipment, or parts previously manufactured.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

(a) EXCEPT FOR THE EXPRESSED WARRANTY STATED ABOVE, **KD SALES** GRANTS NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING PRODUCTS FURNISHED HERE UNDER, INCLUDED ALL IMPLIED WARRANTIES.

(b) THE SOLE LIABILITY OF **KD SALES** WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH IS TO REPAIR OR REPLACE THE DEFECTIVE PARTS OR MACHINES IT HAS PROVIDED. THE LIABILITY OF **KD SALES** FOR ANY CLAIM OF ANY KIND SHALL NOT EXCEED THE PURCHASE PRICE OF THE MACHINE OR PART SOLD WHICH GIVES RISE TO THE CLAIM, EXCEPT FOR REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR MACHINE **KD SALES** SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING FROM BREACH OF CONTRACT, BREACH OF EXPRESSED OR IMPLIED WARRANTY, NEGLIGENCE OR RESULT FROM THE DESIGN, MAUFACTURE, SALE, DELIVERY, INSPECTION, OR REPAIR OF ANY MACHINE OR PART.

KD SALES SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONCEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF CONTRACT, BREACH OF EXPRESSED OR IMPLIED WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT, INCLUDING, BY WAY OF EXAMPLE BUT NOT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE MACHINE OR PARTS OR ASSOCIATED EQUIPMENT, EXPEDITING EXPENSES, OR COST OF SUBSTITUTE EQUIPMENT.

KD SALES Sherrill, Arkansas 72152 USA