



ONE SOURCE. ONE SOLUTION.

## Warranty

LAMBTON CONVEYOR LIMITED WARRANTS ALL PRODUCTS MANUFACTURED BY LAMBTON CONVEYOR TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USAGE AND CONDITIONS FOR A PERIOD OF 1 YEAR AFTER RETAIL SALE TO THE ORIGINAL END USER OF SUCH PRODUCTS. LAMBTON CONVEYOR'S ONLY OBLIGATION IS, AND PURCHASER'S SOLE REMEDY SHALL BE FOR LAMBTON CONVEYOR, TO REPAIR OR REPLACE, AT LAMBTON CONVEYOR'S OPTION AND EXPENSE, PRODUCTS THAT, IN LAMBTON CONVEYOR'S SOLE JUDGMENT, CONTAIN A MATERIAL DEFECT DUE TO MATERIALS OR WORKMANSHIP. ALL DELIVERY AND SHIPMENT CHARGES TO AND FROM LAMBTON CONVEYOR FACTORY WILL BE PURCHASER'S RESPONSIBILITY. EXPENSES INCURRED BY OR ON BEHALF OF THE PURCHASER WITHOUT PRIOR WRITTEN AUTHORIZATION FROM AN EMPLOYEE OF LAMBTON CONVEYOR LIMITED SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER.

EXCEPT FOR THE ABOVE STATED EXPRESS LIMITED WARRANTIES, LAMBTON CONVEYOR LIMITED MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR USE IN CONNECTION WITH (i) PRODUCT MANUFACTURED OR SOLD BY LAMBTON CONVEYOR LIMITED OR (ii) ANY ADVICE, INSTRUCTION, RECOMMENDATION OR SUGGESTION PROVIDED BY AN AGENT, REPRESENTATIVE OR EMPLOYEE OF LAMBTON CONVEYOR LIMITED REGARDING OR RELATED TO THE CONFIGURATION, INSTALLATION, LAYOUT, SUITABILITY FOR A PARTICULAR PURPOSE, OR DESIGN OF SUCH PRODUCT OR PRODUCTS.

IN NO EVENT SHALL LAMBTON CONVEYOR LIMITED BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS OR BENEFITS. PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THAT STATED ABOVE, WHICH SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT PURCHASED. THIS WARRANTY IS NOT TRANSFERABLE AND APPLIES ONLY TO THE ORIGINAL PURCHASER. LAMBTON CONVEYOR LIMITED SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR ANY REPRESENTATIVE OR WARRANTIES MADE BY OR ON BEHALF OF ANY DEALER, AGENT OR DISTRIBUTION OF LAMBTON CONVEYOR LIMITED.

LAMBTON CONVEYOR ASSUMES NO RESPONSIBILITY FOR FIELD MODIFICATIONS OR ERECTION DEFECTS, WHICH CREATE STRUCTURAL OR STORAGE QUALITY PROBLEMS. MODIFICATIONS TO THE PRODUCT NOT SPECIFICALLY COVERED BY THE CONTENTS OF THIS MANUAL WILL NULLIFY ANY PRODUCT WARRANTY THAT MIGHT HAVE BEEN OTHERWISE AVAILABLE.

THE FOREGOING WARRANTY SHALL NOT COVER PRODUCTS OR PARTS, WHICH HAVE BEEN DAMAGED BY NEGLIGENT USE, MISUSE, ALTERNATION OR ACCIDENT. THIS WARRANTY COVERS ONLY PRODUCTS MANUFACTURED BY LAMBTON CONVEYOR LIMITED. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. LAMBTON CONVEYOR LIMITED RESERVES THE RIGHT TO MAKE DESIGN OR SPECIFICATION CHANGES AT ANY TIME.

PRIOR TO INSTALLATION, PURCHASER HAS THE RESPONSIBILITY TO RESEARCH AND COMPLY WITH ALL FEDERAL, PROVINCIAL/STATE AND LOCAL CODES WHICH MAY APPLY TO THE LOCATION AND INSTALLATION.

# COMMERCIAL CONDITIONS

## 1. PRICES:

Prices are quoted in US. dollars and do not include customs duties. Any changes made by the purchaser in material, specifications, terms or sales conditions would be subject to increase or decrease in price to seller's discretion.

## 2. SPECIFICATIONS:

The purchaser will agree with Lambton Conveyor Limited standard specifications and will also include our safety measurements. It is the responsibility of the customer to install any other safety element required by their norms and/or local laws.

## 3. QUOTATION VALIDATION:

This quotation is valid for 30 days from issue date.

## 4. WARRANTY:

All items manufactured by Lambton Conveyor Limited are warranted against defects in material or workmanship for one (1) year from the date of shipment (but not against damage caused by accident, abuse, or faulty installation). Lambton Conveyor Limited will replace free of charge (FOB point of supply) all such defective parts if returned to the factory, charges prepaid. All items manufactured by others and resold by Lambton Conveyor Limited are warranted to the full extent of the warranties furnished by such original manufacturer. No allowances will be made for repairs, alterations or changes unless specifically authorized by us. There are no other warranties expressed or implied other than title, freedom from liens, and against patent infringement. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 5. ADDITIONAL CONDITIONS:

a) In case of delay in shipment for which the purchaser is responsible, Lambton reserves the right to charge the purchaser for storage of equipment.

b) Any claim for missing parts, or parts damaged during the shipment that can not be detected in our packing list should be made within fourteen (14) days of receipt of the equipment.

c) Claims by the purchaser of manufacturer's materials errors will not be considered unless the manufacturer has the following: (1) Received notification of the error within 48 hours of its detection. (2) Allow appropriate time to inspect if the error really exists. (3) Issued approval in writing for any corrections. The responsibility of the manufacturer is restricted to the repair and replacement of missing or damaged parts. Corrections onsite for minor errors, moderated cuts, welding, drilling of holes are normal parts of the assembly process and will not be subject to claim.