



SPARE PARTS – LIMITED WARRANTY

- A. GENERAL PROVISIONS** – Rotobec Inc. (hereinafter referred to as “Rotobec”) warrants its Spare Parts (hereinafter referred to as the “Product”) against defects, subject to all the terms and conditions stated herein.

The warranty period is ninety days from the date of purchase or 500 hours of operation for the new Products and thirty days for the remanufactured Products.

The warranty extends only to the original purchaser (hereinafter referred to as the “Buyer”) of the Product and not to other purchasers or transferees unless agreed to in writing by Rotobec.

- B. WHAT IS NOT WARRANTED** – Rotobec is not responsible for the following: (1) used Products; (2) defects caused by any alteration or modification of the Product not approved in writing by Rotobec; (3) depreciation or damage caused by lack of reasonable and proper maintenance, by failure to follow operating instructions and/or failure to operate the Product according to the specifications outlined by Rotobec, by misuse, by lack of proper protection during storage, or by accident; (4) normal maintenance parts and service; (5) labor in diagnosis of a breakdown; (6) any defects resulting from the modification of factory preset pressures; (7) expenses for miles or kilometers traveled.
- C. UNUSUAL USE OR OPERATION OF THE PRODUCT** – Any unusual use or operation of the Product shall be approved beforehand in writing by Rotobec.
- D. WARRANTY SERVICE** – In the event of any failure of the Product, the Buyer shall: (1) notify Rotobec of the nature of the problem without delay; (2) stop using the Product, unless authorized in writing by Rotobec.

Warranty service shall be performed at the point of purchase of the Product.

If the Product was purchased directly from Rotobec, the Buyer shall return the Product “prepaid” to Rotobec without delay. If Rotobec deems that the Product is in fact defective, it shall repair or replace the Product and return it to the Buyer.

If the Product was purchased from a Dealer, Rotobec shall provide a replacement Product (hereinafter referred to as the “Replacement Product”) to the Buyer through the intermediary of the Dealer. The Buyer shall return the Product to Rotobec, “prepaid” within thirty (30) days of the reception of the Replacement Product. The Replacement Product shall be without charge to the Buyer providing that the Product is proven defective to Rotobec’s satisfaction.

In all cases, all costs related to the transportation and the installation of the Product and the Replacement Product shall be the sole responsibility of the Buyer.

All parts replaced under the warranty shall remain the property of Rotobec.

If the Buyer fails to follow any of the above procedures or if the parts are not proven to be defective to Rotobec’s satisfaction, the Buyer shall not benefit from the warranty.

E. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES –

To the extent permitted by law, Rotobec does not make any warranties, representations or promises as to the quality, performance or freedom from defect of the Product covered by this warranty. Implied warranties of merchantability and fitness for a particular purpose, to the extent applicable, shall be limited in duration to the applicable period of warranty set forth herein. The buyer’s only remedies in connection with the breach of any warranty on Rotobec’s Product are those set forth herein. With the exception of any warranties implied by a provincial and/or state law as hereby limited, the foregoing warranty is exclusive and replaces all other warranties, guarantees, agreements and similar obligations of Rotobec with respect to the repair or replacement of any part. In no event shall Rotobec be liable for incidental or consequential damages.

F. NO DEALER WARRANTY – The Dealer has no authority to make any representation or promise on behalf of Rotobec, or to modify the terms or limitations of this warranty in any way.

Rotobec inc.
Head office
200, Industrielle
Sainte-Justine, QC
Canada G0R 1Y0
Parts & Service
Ph: 418.383.3002
Fax: 418.383.5341
service@rotobec.com

Rotobec USA inc.
Serving Eastern and
Central USA
162, Rotobec Drive
Littleton, NH 03561
Parts & Service
Ph: 603.444.2103
Fax: 603.444.0327
rtalotta@rotobecusa.com

Rotobec West
Serving Western Canada
and Western USA
3530 Alcan Road
Kelowna, BC V1X 7R4
Parts & Service
Ph: 250.548.0041
Fax: 250.548.0043
mark_shukla@cablelan.net