



Peterson
an Astec Industries Co.

LIMITED WARRANTY POLICY

Peterson Parts

Peterson Pacific Corp. ("Peterson") warrants to the first end-user all new parts manufactured by it to be free from defects in workmanship and materials under normal use and conditions for a period of 6 months or 1000 operating hours, whichever occurs first, from the warranty start date. Parts have a warranty start date defined by the date of installation of the part. **This limited warranty remains in force for the above time period only if all of Peterson's operational and warranty procedures are followed and recommended maintenance is performed.**

Should any defect in workmanship or materials be proven to Peterson's satisfaction within the warranty period, Peterson's liability under this warranty shall be limited to, at Peterson's option, the repair or replacement of any defective part or workmanship. Before evaluating a warranty claim, Peterson reserves the right to require defective parts to be returned for inspection with all charges prepaid. The right to have a defective part repaired or replaced shall constitute the sole and exclusive remedy for breach of this warranty.

This warranty shall not apply to any Peterson parts where the part has been subjected to accident, misuse, negligence or improper care or where the part has been repaired or altered by others, unless Peterson has given prior written consent to such repair or alteration.

Peterson makes no warranties with respect to trade accessories or component parts not manufactured by or distributed by Peterson. Those accessories or components are subject only to such warranties, if any, as may be made by their respective manufacturers.

This limited warranty is Peterson's entire and only warranty with respect to the parts manufactured by Peterson and sold hereunder. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PETERSON BE LIABLE TO ANY PARTY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND.** This is a limited warranty, referring only to the part identified on the original sales order and is subject to other limitations as set forth herein. This warranty is governed by the laws of the State of Oregon and may not be modified except pursuant to a written agreement signed by Peterson.

Peterson and its customers may expect that certain operating parts require replacement as a result of normal use during the warranty period. These parts include, but are not limited to: wear liners, chains, bits or knives, bearings, filters, light bulbs, belts, etc. Replacement of such parts is not included within this warranty.