

IROQUOIS IRONWORKER, INC.
IRONWORKER WARRANTY POLICY

This document sets forth the Warranty Policy (the “*Policy*”) of Iroquois Ironworker, Inc. (hereinafter “*Iroquois Ironworker*”) from which you (the “*Purchaser*”) purchase your Iroquois Ironworker products. This Policy is applicable to all Iroquois Ironworker, Inc Ironworker models (the “*Products*”). This Policy is subject to the provisions as set forth herein.

***FAILURE TO COMPLY WITH ALL THE PROCEDURES ABOVE WILL
VOID ANY AND ALL CLAIMS UNDER THIS POLICY.***

SECTION 1. WARRANTY POLICY.

(A) Iroquois Ironworker warrants to the Purchaser that each new unit purchased from Iroquois Ironworker will be free from proven defects in material and workmanship under normal use and service for a period of ***TWELVE (12) MONTHS*** from the date of shipment by Iroquois Ironworker to Purchaser. Furthermore, Iroquois Ironworker warrants to the Purchaser that the frame on any new unit purchased from Iroquois Ironworker will be free from proven defects in material and workmanship under normal use and service for a period of ***TWELVE (12) MONTHS*** from the date of shipment by Iroquois Ironworker to Purchaser. Both warranties extend solely to the original Purchaser of the unit.

(B) The Purchaser’s sole and exclusive remedy under this Policy shall be limited to repair and/or replacement of the defective part at the sole discretion of Iroquois Ironworker. The term “*Purchaser*” as used in this Policy shall refer to the original purchaser of a new unit from Iroquois Ironworker or from any authorized Iroquois Ironworker dealer.

(C) Iroquois Ironworker shall ***NOT*** be liable for any labor costs or other associated costs with any repair and/or replacement of any part covered by this Policy. Please see Section Two (2) for further details.

(D) This Policy shall ***NOT*** apply to any unit that has been subject to abuse, misuse, misapplication, negligence, alteration, mishandling, acts of nature, improper installation, improper service, improper maintenance, accident, operation beyond its designed capabilities and/or use with attachments, components or parts not approved by Iroquois Ironworker.

(E) Iroquois Ironworker neither assumes nor authorizes any third-parties beyond Iroquois Ironworker to assume for Iroquois Ironworker any other obligation or liability in connection with units covered by the Policy. Any change, amendment or modification to this Policy shall be made in writing and signed by authorized personnel of Iroquois Ironworker. Purchaser shall not rely upon any other information and/or documentation with respect to this Policy.

(F) This Policy excludes any obligation of Iroquois Ironworker for loss of product, downtime or any other damage or costs incurred by Purchaser at any time. **IN NO EVENT SHALL IROQUOIS IRONWORKER BE LIABLE OR RESPONSIBLE FOR HARM TO PROPERTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, OTHER ECONOMIC LOSS OR ANY OTHER DAMAGES WHATSOEVER IN CONNECTION WITH THE POLICY SET FORTH HEREIN OR IMPLIED BY LAW, EVEN IF IROQUOIS IRONWORKER OR AN AUTHORIZED IROQUOIS IRONWORKER DEALER HAS OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING**

ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF IROQUOIS IRONWORKER'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO PURCHASER OR TO ANY THIRD-PARTY CONCERNING IROQUOIS IRONWORKER'S PRODUCTS SOLD TO PURCHASER AND WARRANTED HEREUNDER, IROQUOIS IRONWORKER'S PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS POLICY, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY IROQUOIS IRONWORKER FOR THE SPECIFIC UNIT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

(G) IROQUOIS IRONWORKER'S KNOWLEDGE OF PURCHASER'S APPLICATION AND INTENDED USE OF IROQUOIS IRONWORKER'S PRODUCTS IS LIMITED. AS SUCH, PURCHASER THEREFORE AGREES THAT IT WILL USE ITS OWN SKILL AND JUDGMENT TO SELECT A PRODUCT THAT SUITS ITS OR THE END USER'S NEEDS. PURCHASER ASSUMES ALL RISK THAT THE UNIT MAY NOT BE SUITABLE FOR THE PURCHASER'S OR THE END USER'S PARTICULAR PURPOSE.

(H) No claims will be accepted for normal pre-delivery and/or post-delivery inspection, lubrication or adjustments. All units are inspected and adjusted at the time of manufacture, but shipping processes may cause fitting to become loosened and/or adjustments to change. Iroquois Ironworker considers this to be a part of the installation of the unit.

(I) Ordinary replacement parts and wear parts, including, but not limited to, tooling, punches, dies and shear blades are *NOT* covered by, and are hereby expressly excluded from, the terms of this Policy. Purchasers must provide accurate dimensions, measurements and specifications when ordering such parts which may include hoses, fittings, electrical and other parts. Iroquois Ironworker will NOT be liable for any costs arising out of replacement of any such parts, including labor, transportation, shop supplies or costs incurred due to inaccurate and/or incorrect order provided by Purchaser.

SECTION 2. WARRANTY AND LABOR PROCEDURE.

(A) Purchaser must present any claim under this Policy either directly to Iroquois Ironworker or to an authorized Iroquois Ironworker dealer.

(B) Purchaser must notify Iroquois Ironworker or an authorized Iroquois Ironworker dealer within *ten (10) calendar days* of discovery of any claimed defect. Such notices must include a serial number, model and location of the subject unit along with a detailed description of the alleged defect or operational issue. All notices sent to Iroquois Ironworker by Purchaser shall be sent to the following address:

IROQUOIS IRONWORKER, INC.
101 S. QUAPAW STREET
IROQUOIS, SOUTH DAKOTA 57353
EMAIL: SALES@IROQUOISIRON.COM

(C) An Iroquois Ironworker Service Technician may assist the Iroquois Ironworker authorized dealer or Purchaser with troubleshooting via telephone, email and/or video call to diagnose the defect or operational issue. The Purchaser is responsible for executing all required troubleshooting steps to determine the defect or operational issue. Purchaser must also be able to provide adequate pictures and/or video to Iroquois Ironworker or the Iroquois Ironworker authorized dealer for diagnostic purposes.

(D) At the sole discretion of Iroquois Ironworker, the Purchaser may be required to return an allegedly defective part to Iroquois Ironworker. Said defective part must be received by Iroquois Ironworker within *fifteen (15) business days* after the request has been made by Iroquois Ironworker to Purchaser. If the part is required to be returned, a replacement part will be sent to the Purchaser. Purchaser is solely responsible for shipping costs when shipping defective and/or unwanted parts back to Iroquois Ironworker. All replacement parts must be paid for by the Purchaser at the time of shipment. Once the allegedly defective part is received it will be inspected for quality. If the part is then deemed by Iroquois Ironworker to be defective, the Purchaser will receive credit, reimbursement or allowance due under this Policy. No credit, reimbursements or allowance will be issued for returned parts that Iroquois Ironworker, in its sole discretion, determines not to be defective. Should a part be considered by Iroquois Ironworker to be not defective, Purchaser shall be solely responsible for any charges or fees incurred.

(E) All replacement parts from Iroquois Ironworker, Inc. are shipped using standard ground services. If the Purchaser desires to have a part shipped by a faster method, the Purchaser will be responsible for all freight charts.

SECTION 3. PURCHASER RESPONSIBILITY.

(A) Purchaser must install or provide for installation of the unit in conformance to any and all applicable safety laws, codes, regulations and/or standards. Purchaser must comply with any and all laws and/or other requirements having force of law applicable at any time to the unit, its installation and/or use. Purchaser shall indemnify and hold Iroquois Ironworker harmless from and against any and all claims, demands, losses, costs or liability incurred by Iroquois Ironworker as a result of Purchaser's breach of this Section.

(B) Purchaser must train all potential end users in the correct and safe methods of use and operation of the unit.

(C) Iroquois Ironworker reserves the right to, among other things, deny Purchaser's warranty claim in the event Purchaser fails to perform any of its responsibilities under this Policy.

(D) Under no circumstances should the system pressure relief valves be adjusted and/or tampered with. Unauthorized adjustments of the system pressure relief valves will void this Policy.

(E) Ongoing maintenance and repair are essential to the safe and reliable operation of Iroquois Ironworker's products. Read and understand the Owner's Manual provided with each unit. **FOLLOW ALL WARNINGS AND INSTRUCTIONS IN SAID OWNER'S MANUAL ON THE UNIT AND/OR OTHERWISE PROVIDED BY IROQUOIS IRONWORKER.**

(F) **MAINTENANCE, REPAIR OR USE BY UNTRAINED PERSONNEL MAY CAUSE INJURY OR DEATH.** Maintenance and repair must be performed only by trained and qualified personnel or by personnel authorized by Iroquois Ironworker. Maintenance or repair performed by unqualified and/or unauthorized personnel will void this Policy.

(G) Use only genuine Iroquois Ironworker parts or their authorized equivalent. Use of other parts will void this Policy.

SECTION 4: MISCELLANEOUS PROVISIONS.

(A) The provisions of this Policy constitute the entire agreement between Iroquois Ironworker and Purchaser with respect to the subject matter of this Policy, and this Policy supersedes all prior

negotiations, agreements, representations and understandings of any kind whether written or oral, between Iroquois Ironworker and Purchaser.

(B) If any provision or provisions of this Policy shall be held unenforceable for any reason, then such provision or provisions shall be modified to reflect the intentions of this Policy in accordance with the terms herein. All remaining provisions of this Policy shall remain in full force and effect for the duration of this Agreement.

(C) *Governing Law.* This Policy is to be governed, construed and enforced according to the laws of the State of South Dakota, without regard to its conflict of laws rules.

(D) *Headings.* The headings contained in this Policy are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.