



AGGRETEK[®]
CONSTRUCTION AND MINING EQUIPMENT

CRUSH - WASH - SCREEN - MOVE - REPEAT

LIMITED **WARRANTY**

AGGREGATE TECHNOLOGIES GROUP





LIMITED WARRANTY: (a) Warranty: Subject to these limitations Seller warrants to Buyer that Goods manufactured by Seller shall be free from defects in material and workmanship, and that Seller will perform its services in a competent and diligent manner in accordance with any agreed specifications.

(b) Warranty Period: AGGRETEK warrants that new goods manufactured by AGGRETEK shall be free of defects in material and workmanship for a period of one (1) year from the date of shipment; and goods repaired or refurbished for something other than ordinary wear and tear shall be free of defects in material and workmanship for a period of three (3) months from their date of shipment of the repaired item to the Buyer. Products or subassemblies of products Buyer hired AGGRETEK to refurbish due to ordinary wear and tear shall be free of defects in material and workmanship for a period of one (1) year from the date of shipment of refurbished products or subassemblies back to Buyer. (the "Warranty Period"). Continued use or possession of a good after the end of the Warranty Period, or no warranty claim made on a service, shall be conclusive evidence that the Limited Warranty has been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided AGGRETEK with notice of a warranty claim. The warranty for services shall be for three (3) months from the time of service ("Warranty Period");

(c) Repair: For goods, AGGRETEK shall repair or replace, at its option, any good found to be defective during the warranty period, EXW Sparks, Nevada, or a repair facility designated by AGGRETEK. AGGRETEK's sole obligation, and Buyer's sole remedy, shall be this repair or replacement. Buyer must return defective goods or parts freight prepaid for inspection to an authorized service center designated by AGGRETEK. Buyer shall provide access to the items to be repaired or replaced and remove any materials or structures necessary to provide free and clear access, as well as supply any necessary equipment, and bear the costs of access (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation, and transportation of Goods to AGGRETEK and back to Buyer. AGGRETEK will deliver replacements for defective goods to Buyer prepaid to the delivery destination provided by the original order. Repaired or replaced parts or goods and re-performed services shall remain under warranty for the unexpired portion of the original Warranty Period as warranty work shall not extend the Warranty Period. In order to prevent re-use of a defective part as a spare, all parts replaced (or an entire good if replaced in its entirety) under this limited warranty may, at AGGRETEK's option, become the property of AGGRETEK in exchange for the replacement part or good. If AGGRETEK determines that any warranty claim is not, in fact, covered by this limited warranty, Buyer shall pay AGGRETEK its then customary charges for its labor, repair, or replacement efforts. For services, AGGRETEK will re-perform the services to the extent necessary to correct the warranty problem. No payment or allowance will be made to Buyer for warranty work to a good by anyone other than AGGRETEK without AGGRETEK's prior written approval.



(d) Conditions: These warranties and remedies are conditioned upon (a) Buyer promptly providing written notice of such defect to AGGRETEK, (b) the good having been operated in accordance with AGGRETEK's instructions, (c) the Buyer having made no unauthorized modifications to the good, (d) the good being decontaminated to AGGRETEK's satisfaction before warranty work begins, (e) the proper storage, installation, operation, and maintenance of the goods, (f) the keeping of proper operation and maintenance records during the Warranty Period and providing AGGRETEK access to those records, and (g) Buyer not being in default of any payment obligation to AGGRETEK. Any modification or repair (other than routine maintenance repairs) of any of the Goods not authorized by Buyer shall void the warranty.

(e) Exclusions: AGGRETEK does not warrant components not manufactured by AGGRETEK. Non-warranted items include, but are not limited to, electric motors, gear reducers, "V" belt drives, other drives, couplings, mechanical seals, valve actuators, solenoid valves, limit switches, and proximity switches, etc. Any warranty provided by the manufacturer or supplier of such components shall be and hereby is assigned by AGGRETEK to Buyer without recourse against AGGRETEK. The following are specifically not covered under warranty: The foregoing warranty does not apply to a defect caused or contributed to by: (a) abrasive materials, corrosion, lightning, improper voltage supply, mishandling or misapplication, normal wear and tear due to operation or environment, or accident; (b) parts which are normally consumed in operation, or have a normal life shorter than the Warranty Period; (c) alterations or repairs (other than normal and ordinary repairs) carried out without prior written approval of AGGRETEK; (d) storage, installation, use or maintenance, which is not in accordance with AGGRETEK's instructions or is otherwise improper; use of equipment or parts for a purpose other than that for which they are intended; (e) installation by someone other than, or authorized by, AGGRETEK; (f) use of goods after Buyer was aware or should have become aware of a defect; (g) information, drawings, chart interpretations, technical specifications, or instructions provided by Buyer to AGGRETEK; (h) preventative maintenance items such as specified adjustments, loose fittings, and lubrication; seals, plungers, valving or packing materials in equipment exposed to corrosive fluids or unusual temperatures and/or pressures; (i) damage from abuse, accident, neglect, or failure to follow the specified preventative maintenance program or operating instructions; (j) any work performed on the good during the warranty period without AGGRETEK's approval; (k) normal wear and tear; and (l) shipping damage (claims must be made with freight carrier; Buyer has a duty to inspect all equipment at the point of delivery to the freight carrier).

(f) THIS ARTICLE PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A GOOD OR SERVICE, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND IN THESE TERMS AND CONDITIONS.



(g) OTHER THAN THIS LIMITED WARRANTY, AGGRETEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.

INDEMNITY FOR UNSAFE APPLICATION OF PRODUCTS and IMPORT/EXPORT VIOLATIONS: The Buyer is responsible for the safe use of AGGRETEK's products. The Buyer agrees to instruct and inform all persons installing, operating, or servicing AGGRETEK's products concerning the safe use of the AGGRETEK's products, and to maintain all safety warning plates or labels on AGGRETEK's products in good condition to safeguard against injuries to persons or property. The Buyer agrees to indemnify, defend, and hold harmless AGGRETEK for any claims, losses, or expenses, including reasonable attorney's fees, arising out of any injury to any person or damage to any property caused by a) the Buyer's breach of the agreements contained in this paragraph, and b) arising out of any misrepresentation by or on behalf of Buyer or any violation by Buyer (including any subsequent purchasers or transferees and/or any of their agents, brokers, forwarders or representatives) of any applicable import or export laws or regulations, including without limitation those of the US, Canada, UK, and EU.

GENERAL INDEMNITY: AGGRETEK shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death, or damage to tangible property, to the extent caused by AGGRETEK's negligence. AGGRETEK shall have the sole authority to direct the defense of and settle any indemnified claim. AGGRETEK's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying AGGRETEK of any claim, and (b) providing reasonable cooperation in the defense of any claim.

AUXILIARY EQUIPMENT OF BUYER: If Buyer provides auxiliary equipment and/or other goods in connection with manufacturing, assembling, refurbishing, or repairing goods, Buyer shall indemnify AGGRETEK for any loss to them.

NATURE OF DRAWINGS AND DESCRIPTIVE MATERIALS: All weights, measurements, process capacities and other particulars of AGGRETEK Products are approximate only and minor deviations shall not be the basis of any claim. A maximum of six (6) prints will be furnished at no charge. Special drawing sizes, additional copies, and/or specifications are subject to quotation at time of request. AGGRETEK reserves the right to change or modify the design and construction of any equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified.

CONFIDENTIALITY: All of AGGRETEK's drawings, specifications and written information included in AGGRETEK's quotation and contract, and all information otherwise supplied by AGGRETEK to Buyer relating to the capabilities, operation, and maintenance of AGGRETEK Products are the confidential property and information of AGGRETEK. Buyer covenants and agrees to not disclose such to others or allow others to use such without AGGRETEK's prior written consent, except as may reasonably be required for Buyer to obtain service for the goods.



APPLICABLE LAW: All orders shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflicts of laws principals. Venue shall be in Washoe County, Nevada. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The parties agree to mediate any dispute before resorting to the courts. The mediation will be conducted in accordance with the state's alternative dispute resolution statute with each party bearing its own costs and sharing the cost of the mediator equally.

WAIVER: Forbearance or failure of AGGRETEK to enforce any of these conditions or to exercise any right will not affect or impair its rights, nor shall such forbearance be deemed a waiver of it rights in the event of a future default by Buyer.

ELECTRONIC COMMERCE: The parties agree to conduct business electronically.

LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, AGGRETEK SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; CLAIMS BY COMPANY FOR ITS CUSTOMER'S DAMAGES; OR ANY OTHER LOSSES OR COSTS OF SIMILAR TYPE, EVEN IF THE COMPANY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. AGGRETEK'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER UNDER WHICH THE CLAIM AROSE, EVEN IF THE BUYER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

ENTIRE AGREEMENT: These conditions supersede all other conditions and provisions and are the parties' entire agreement. Any additional terms and provisions are expressly rejected by AGGRETEK.