

Kraft Power Corporation Limited Warranty Statement

For Used and Remanufactured Products

For products sold “as is” or “used”:

The goods being sold are sold on a "as is", "as they stand", "with all faults" basis, and seller disclaims any implied warranties with respect to said goods. All other warranty disclaimers contained herein are additionally applicable.

For products sold as “remanufactured”, “reconditioned” or “rebuilt”:

SOLE LIMITED WARRANTY BY KRAFT: Kraft warrants that for ninety days beginning on the date of receipt of the products, the workmanship of Kraft technicians shall be free of defects in regard to assembly of the product.

To the extent that replacement parts installed by Kraft into the products are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Kraft assigns to buyer any rights and remedies it has relating to such goods. Parts that were deemed acceptable and reused by Kraft are not covered by this warranty.

This warranty does not cover damage due to external causes including accident, abuse, misuse, overload, incorrect operation, misalignment, incorrect lube oil or coolant, incorrect settings, fuel not meeting product specifications, servicing not authorized by Kraft, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kraft. This warranty does not cover replacement or repair of materials due to normal wear. Kraft’s responsibility is limited to repair or replacement at its designated facility, in which case the decision shall be in the sole judgment of Kraft.

EXCEPT WHERE OTHERWISE SPECIFICALLY PROVIDED FOR IN WRITING HEREIN, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There are no warranties which extend beyond the terms and conditions stated herein. Furthermore, no personnel of Kraft are authorized to make warranties of any nature, orally or otherwise. All additional warranties must be in writing and signed by authorized personnel of Kraft in order to be binding upon Kraft.

IN NO EVENT SHALL KRAFT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, REVENUE OR PROFITS, FEES OR FINES), EVEN IF KRAFT HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Kraft’s cumulative liability for all losses and damages under these Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed, in the case of any products or devices provided or to be provided by Kraft, the amount of Kraft’s labor services associated with the product sale.

Buyer acknowledges receipt of the Limited Warranty Statement

Buyer: _____

Buyer’s Authorized Representative: _____

Date: