

OBERG Oil Filter Crusher
FIVE YEAR LIMITED WARRANTY
Effective 4-1-96

Industrial Technologies, Inc. doing business as OBERG International ("OBERG") will warrant each new filter crusher (the "PRODUCT") manufactured by OBERG to be free from defects in workmanship and material for a period of five years from the date of original purchase provided the PRODUCT is properly installed and subjected to normal use and service. This limited warranty extends only to the original purchaser ("CUSTOMER") who uses the PRODUCT and is not assignable or transferable. This limited warranty is void if the PRODUCT is modified or changed in any way. This limited warranty does not cover any PRODUCT that has been abused, worn out, heated, ground, or otherwise altered, used for a purpose other than that for which it was intended, or used in a manner inconsistent with any instructions regarding its use as outlined in the OBERG Owners Manual.

This limited warranty does not cover any electric motors, cylinders, switches, or other components ("COMPONENTS") not manufactured by OBERG which are sold with the OBERG PRODUCT. All COMPONENTS are separately warranted by their manufacturer and are subject to the terms hereof and of such separate warranties. OBERG will, however, replace warranted components for a period of one year from the date of original purchase.

THIS LIMITED WARRANTY IS EXCLUSIVE, AND OBERG MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT MANUFACTURED AND SOLD BY IT (OR WITH RESPECT TO COMPONENTS), WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER.

If any PRODUCT manufactured by OBERG is found to be defective by OBERG, in its sole judgment, OBERG will, at its option, either repair or replace such defective PRODUCT. The PRODUCT must be returned freight pre-paid. All freight charges for shipments to and from the CUSTOMER are the responsibility of the CUSTOMER, including freight charges for replacement components shipped to the CUSTOMER. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCT MANUFACTURED AND SOLD BY OBERG, OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, OBERG'S NEGLIGENCE. OBERG SHALL NOT, IN ANY EVENT, BE LIABLE TO ANY CUSTOMER FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NON-CONFORMING GOODS, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON.

The purpose of this exclusive remedy shall be to provide the CUSTOMER with repair or replacement of the PRODUCT manufactured by OBERG and found by it to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as OBERG is willing and able to repair or replace said defective PRODUCT as determined by OBERG.