

COMMERCIAL WARRANTY COVERAGE

TrynEx International, LLC, a division of Douglas Dynamics, LLC, warrants to the original purchaser of a SnowEx® brine maker that the brine maker will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. TrynEx International warrants service parts and components purchased separately for a period of one (1) year after the original purchase to be free from defects in material and workmanship.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WHAT IS NOT COVERED

This warranty shall not apply to finish or any parts not furnished by TrynEx International or any damage caused by such parts, or to parts which shall have been repaired or altered by other than TrynEx International so as, in TrynEx International's judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage.

Further, installation of a SnowEx brine maker in any facility is at the risk and expense of the purchaser. Compliance with applicable federal, state, and local codes, law, and safety regulations is the responsibility of the installer. TrynEx International does not assume any liability for any damage to a facility or other equipment resulting from the installation or from the use of a SnowEx brine maker. SnowEx brine makers require installation by a licensed electrician and a compatible water supply. TrynEx International does not assume any liability for the cost of modification of the facility required to install the brine maker.

TrynEx International will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a SnowEx brine maker.

REMEDY FOR DEFECTIVE BRINE MAKER

If within such warranty periods any part thereof is proved to TrynEx International's satisfaction to be defective, such part shall be repaired by TrynEx International or its authorized distributor or dealer or, at TrynEx International's option, replaced Free On Board (FOB) TrynEx International factory without charge, including labor costs at its standard rate incurred while repairing said brine maker. TrynEx International's obligation hereunder shall be limited to such repair or replacement, provided that the original purchaser of that brine maker has followed the procedure for obtaining warranty performance set forth below.

TrynEx International's liability is expressly limited to the repair and replacement of defective parts as herein provided. TrynEx International shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after the discovery of any alleged defect, the original purchaser of the brine maker must notify TrynEx International of the claimed defect via their Factory Authorized Distributor/Dealer. The original purchaser must provide proof of original purchase and, at TrynEx International's option, return the allegedly defective part through their Factory Authorized Distributor/Dealer.

