



WARRANTY

Pre-Test inspection and warranty period

Every major item of equipment manufactured by Modulus Handling Systems Inc. is inspected and tested before shipment and is guaranteed against defects in workmanship and material for a period of six months from the date of testing or delivery to the user if no test is conducted.

Replacement

The liability of Modulus Handling Systems Inc. under the conditions of the warranty is expressly limited to the cost of repair or replacement of any part found to be defective F.O.B. our plant or warehouse, Stoney Creek, Ontario, Canada

Notification

The obligation of Modulus Handling Systems Inc. under the warranty is conditional on the prompt receipt of written notice of the claim within the warranty period, including details of the task or tasks performed by the Modulus equipment and the weights and capacities of any other items directly attached.

Approval

Prior approval must be obtained in writing from Modulus Handling Systems Inc. for any inspection, adjustment, repair and/or replacement under the warranty, either at the Modulus plant, or at the customers or other location. Items to be returned to Modulus must obtain a return approval number from Modulus prior to shipment and must be returned by prepaid freight. The item must be paid in full to be eligible for warranty.

Location

Any adjustments to be made under the warranty at any location other than Modulus plant must have complete and prior written approval from Modulus, which must include approval of the nature of the adjustment and all parties performing any or all of the work involved. Repairs performed by anyone without the prior approval of Modulus will invalidate and void the warranty.

Usage

There is no warranty, express or implied, of suitability, merchantability or fitness of any piece of equipment for any particular purpose or operation. The warranty applies only to equipment manufactured and warranted by Modulus Handling Systems Inc. Under normal use and service and does not apply in the event of any damage caused by neglect, accident, misuse or resulting from any alteration to the equipment without prior specification approval from Modulus Handling Systems Inc.

Limitation

Modulus Handling Systems Inc. will not be liable for any loss, expense or consequential damages sustained by any person or organization by reason of any defect in a piece of equipment manufactured by Modulus Handling Systems Inc. or any part thereof except as stated herein or for labour directly incurred in the repair or replacement of a defect covered by warranty.

Manufacturer

Warranty claims involving items which are not specifically manufactured by Modulus are the responsibility of the manufacturer of the item and claims on these items will be directed to the manufacturer responsible.

Shipping

It is the responsibility of the customer to inspect all items of equipment immediately upon receipt and notify both the carrier and the shipper of any claims resulting from shortages or damage and to provide all the documentation required to establish the claim.

Maximum

Maximum liability is limited to and in no case to exceed the value of unit manufactured and warranted by Modulus Handling Systems Inc.