

# K&H Warranty/Guarantee Information

## Limited Warranty; Exclusion of other warranties; Limitation of remedies

K&H warrants the goods to be free from defects of materials or workmanship, under normal and proper use and service, for a warranty period of one (1) year from the date of shipment. If any of the goods proves to be defective in material or workmanship within said warranty period, such good(s) shall be promptly returned to K&H, shipping charges prepaid, and if the same is determined by K&H to be defective in material or workmanship, it will be replaced or repaired, at the election of K&H, free of charge, FOB K&H's factory. If user discovers that the goods or any of them, do not conform to the warranty specified hereinabove, user shall immediately cease using such goods and notify seller in writing of such non-conformity, specifying in reasonable detail the nature thereof.

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED OR ANY AFFIRMATION OF FACT OR REPRESENTATION EXCEPT AS SET FORTH HEREIN. K&H DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY.

K&H does not warrant the goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties contained herein.

No warranty is made by K&H for consumable or for normal wear and tear, or for goods which have been set up, operated

and/or installed other than in strict accordance with K&H's written instructions; or which have been subjected to improper installation, misuse, negligence or accident; or which have been serviced, repaired or altered by anyone other than K&H (or as approved by K&H, in strict accordance with the applicable repair manual(s), if any published by K&H from time to time); or which have been used for a purpose for which the goods were not designed.

No warranty is made with respect to any defects in the goods due to plans or instructions supplied to K&H by or for buyer. IN NO EVENT SHALL K&H BE LIABLE FOR DAMAGES OF ANY NATURE, INCLUDING SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, PATENT OR TRADEMARK INFRINGEMENT, OR ANY OTHER THEORY IN CONNECTION WITH THE PURCHASE OR USE OF THE GOODS. K&H'S maximum liability on any claim shall not exceed the price paid by buyer for the goods.

It is buyer's or other user's responsibility to provide all training and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular use, operation, or service of the goods. Goods designed and manufactured by K&H are capable of being used in a safe manner, but K&H cannot guarantee their safety under all circumstances. USER MUST USE THE GOODS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS AND LAWS AND GENERAL INDUSTRY STANDARDS OF REASONABLE CARE.

User must notify Seller promptly, and in any event within 30 days, of any accident or malfunction involving goods which results in personal injury or damage to property and shall cooperate fully with K&H in investigating to determine the cause of such accident or malfunction.

All information regarding products and services provided by K&H is subject to change without notice. Reasonable efforts are taken to ensure the accuracy and integrity of all information provided here, but K&H is not responsible for misprints, out-of-date information, or errors.



**K&H INDUSTRIES, INC.** The Permanent Name in Temporary Lighting & Power

8656 Delameter Rd., Angola, NY 14006 716-549-0135 • Fax: 716-549-2725 • [www.khindustries.com](http://www.khindustries.com)

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