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## BRADLEYS' MOTORS – LIMITED WARRANTY

With respect to any products or services provided by Bradleys', subject to the following conditions, limitations and exclusions, Bradleys' warrants to Buyer for a period of 12 months from the date of such services that such services will be performed in a good and workmanlike manner, and that any parts and material furnished in connection with reconditioning or repair services will be free from defects in material for such period. The terms, conditions and limitations of Bradleys' warranty cannot be waived or modified except by an instrument in writing executed by a duly authorized officer of Bradleys'. Bradleys' warranty shall apply only if (I) Buyer notifies Bradleys' in writing of the alleged defect within ten (10) business days of discovery; (II) Bradleys' receives from Buyer written notice of the alleged defect within the warranty period; and (III) it is Bradleys' that performs the tear down or disassembly of the equipment to verify the root cause of the alleged failure; and (IV) the services, or parts and material furnished in connection with Bradleys' services, are covered by its warranty. Bradleys' shall have the option of requiring Buyer, at Buyer's sole risk and expense, to return the product with respect to which alleged defective services have been rendered, or alleged defective material or parts furnished, to Bradleys' premises for inspection. If Bradleys' determines that the services or parts or material are covered by its warranty, Bradleys', at its option, will repair or replace the applicable part or product at its facilities during normal business hours. Otherwise, Buyer's sole remedy for the breach of any warranty with respect to services performed by Bradleys', and parts and material furnished in connection with restoration or repair services, is limited to the money Bradleys' has actually received for the particular services, and parts and materials furnished in connection therewith, that Buyer claims to be inadequate.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Buyer. Bradleys' shall not assume any responsibility for any loss, damage or liability arising by reason of the sale of or subsequent use of any product sold by Bradleys', or in connection with any service performed by Bradleys'.