

TERRA AG/Switzerland

TERMS OF WARRANTY

TERRA AG warrants its TERRA equipment and tools to be well made and of good material. If within twelve (12) months from the delivery date of the system or tools to the end-user (but in no case more than twenty four (24) months from the date of shipment from the factory) any part shall fail due to defective material or workmanship, TERRA AG will replace the part or parts free of charge, ex works TERRA AG's works if the TERRA equipment and tools were operated and maintained according to the operating and service instructions.

The defective part or parts or sufficient evidence of the defect must be delivered to TERRA AG freight prepaid. Defective parts or evidence must clearly show that the failure was due to poor workmanship or defective material. Warranty does not apply when negligence or improper operation was the cause of the failure.

Warranty for articles purchased by TERRA AG can only be granted, if TERRA AG obtains warranty themselves from the relevant supplier.

Warranty does not apply anymore if other parts than TERRA genuine parts or other than from TERRA AG recommended parts are installed or used. This warranty does not cover replacement of items considered to be normal wearing parts nor any labour or freight charges because of failures.

Warranty does not apply for any drill rod, pulling cables and drilling tools.

This is TERRA's exclusive warranty. TERRA AG makes no other warranty of any kind, expressed or implied. TERRA AG disclaims all implied warranties of merchantability or fitness for a particular purpose. TERRA AG shall not be liable for any consequential, special or incidental damages arising out of the TERRA AG product or the use of the same. TERRA AG shall not be liable in tort or negligence or any other theory of liability. Authorization to assume any other liability or to grant any other warranties on TERRA AG's behalf must be in writing by TERRA AG.

TERRA AG reserves the right to make any changes in design or specification without notice.