



## **DL MANUFACTURING WARRANTY POLICY FOR STANDARD PRODUCTS**

All Products (excluding doors, seals, bumpers, and bulbs) manufactured by DL Manufacturing are warranted to be free from defects for a period of 12 months from the date of shipment. MxV, PxV, and QxV dock doors are warranted to be free from defects for a period of 18 months from the date of shipment.

This warranty does not cover unreasonable/improper use or use beyond rated conditions, improper storage, negligence, or accident; damage because of incorporated use of equipment with Goods, after Customer has or reasonably should have, knowledge of any defect; or improperly installed by any other Person that is unauthorized by DL Manufacturing.

This warranty is subject to customer covenants to inform all subsequent buyers of the Goods of the limitation on and exclusive of warranties provided for herein. Customer hereby indemnifies and agrees to hold DL Manufacturing harmless from and against all losses, costs, and expenses, including reasonable attorney's fees incurred by DL Manufacturing as a result of any third-party claim relating to the purchase, sale or use of, or otherwise relating to, the Goods covered by this Agreement.

In no event shall DL Manufacturing be required to repair, replace, or reimburse Customer for more than the part or material that is found to be defective and DL Manufacturing's liability shall in such event be no greater than the invoiced price of the item and shall not include labor, shipping or other costs incurred in connection with the reshipment of defective Goods to DL Manufacturing or the reinstallation of such Goods after any repair or replacement. The remedy set forth in this paragraph is expressly agreed to be the sole and exclusive remedy for any breach of warranty. This warranty is exclusive and in lieu of all other warranties expressed or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose.

**Limitation of Liability** - In no event as a result of breach of contract, warranty or negligence shall DL Manufacturing be liable for special, or consequential damages including but not limited to loss of profits or revenues, loss of any equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs or claims of purchasers of the Customer for such damages. Additionally, DL Manufacturing will not be liable for any delay in the performance of contracts and orders, or in the shipment and delivery of goods, or for any damage suffered by the Customer by reason of delay, when such delay is, directly or indirectly, caused by force majeure, including war, Government interference, strikes, embargoes, shortage of labor, fuel, fires, floods, or any other cause or cause whether or not similar in nature to any of those herein before specified beyond DL Manufacturing's control.