

LIMITED WARRANTY

Limited Warranty: Each machine manufactured by Thermo-Lay Manufacturing (or “the Company”) is warranted against defects in material and workmanship for a period of twelve (12) months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user for rental purposes, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. The limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy: Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company’s examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Thermo-Lay Manufacturing distributor’s location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, light bulbs, fuses, and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modification, or alternations without express written consent of the Company, which in the Company’s sole judgment, have adversely affected the machine’s stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident, or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure of the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, OR IMPLIED. INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company’s literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assure any other liability on behalf of the Company in connection with the sales, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within twelve (12) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements to its products without imposing any obligation upon itself to change or improve previously manufactured products.



Thermo-Lay Manufacturing
1953 E. Commercial Street, Meridian, ID 83642
406-259-9525
www.thermo-lay.com | info@thermo-lay.com

WARRANTY

The warranty administrator at Thermo-Lay Manufacturing may be reached in the following ways:

Telephone: 406-259-9525

Email: Parts@Thermo-Lay.com

Email: Info@Thermo-Lay.com

Thermo-Lay Manufacturing

Attn: Warranty Department

1953 E. Commercial Street

Meridian, ID 83642

Parts requested under the warranty will be shipped with the understanding that the defective or filed parts are to be returned to Thermo-Lay within thirty (30) days. When parts are requested, the Warranty Department will require the equipment's serial number and a brief description of the failure or defect. The equipment's serial number and a brief description of the failure or defect **MUST** accompany any part being returned to the factory for warranty.

Parts must be returned and received by Thermo-Lay within thirty (30) days of the initiation date. Parts not returned within thirty (30) days will result in a rejection of the claim and the replacement parts shipped will be due and payable.

The shipment must be freight pre-paid to:

Thermo-Lay Manufacturing

1953 E. Commercial Street

Meridian, ID 83642

Return C.O.D. shipments will not be accepted. Return freight for approved claims will be reimbursed.

If Thermo-Lay determines that the parts do not need to be returned for warranty processing, the dealer/customer will be notified by email by Thermo-Lay.

Upon receipt of the part(s) Thermo-Lay will inspect the parts to make a determination of warranty. Thermo-Lay will notify the dealer/customer within sixty (60) days of the initiation date of the warranty.

NOTE: Failure to return the requested parts within the set time frame will void the warranty claim.

EXCLUSIONS AND LIMITATIONS

The warranty labor repair time allowances are based on actual or replacement times only. Warranty repairs are to be performed only at the authorized distributor's location or a facility approved by Thermo-Lay. If a warranty repair is to be completed by someone other than the authorized Thermo-Lay distributor, pre-approval must be obtained. If approval is granted, the warranty claim must clearly indicate who did the work, and a copy of their invoice must be attached electronically to the claim. Any third-party contractor will be allowed only the Standard Repair Time that would have been allowed the dealer. Travel time will be paid for actual time, up to a maximum of three (3) hours per claim. Travel hours will be reimbursed at ½ the warranty labor rate established for the dealer. There are no allowances made for the following costs or any similar field service expenses:

EXCLUSIONS AND LIMITATIONS

- Mileage
- Towing or hauling
- Fuel
- Phone calls
- Normal maintenance service
- Repairs due to initial faulty repair
- Road test of machine
- Diagnostic time, except when pre-approved for a qualified operation
- Dealer freight transfers between locations. The warranty does not apply to the following or any similar failures or costs unless it is the result of being directly damaged by the warrantable failure of a covered component.
- Failures caused by neglect, abuse, accident, misapplication, alterations to the machine after leaving the factory, failures caused by non-Thermo-Lay parts or acts of vandalism.
- Administrative fees
- Lodging
- Air freight
- Normal wear items
- Inspection services
- Oils, fluids, and filters
- Pre-delivery service and checks
- Routine adjustments
- Testing of repairs

WARRANTY REIMBURSEMENT WILL BE ISSUED AS A CREDIT TO THE DEALER/CUSTOMERS ACCOUNT.



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