

Prairie Dog Boring Equipment, Inc. Limited Warranty

To the original purchaser for 1 year from purchase date we will repair or replace at our option and free of charge any parts found to be defective under normal use and service resulting from defects in material and/or workmanship after an examination at our factory in Houston, Texas.

All transportation charges, damages, and loss incurred in connection with the transportation of all parts for inspection, replacement, or repair under this warranty shall be borne by the purchaser.

The express warranty contained herein shall not be applied to any boring machine attachment or part which has been altered in any way, nor shall such express warranty apply to any damages resulting from accident, misuse, or abuse, nor shall such express warranty apply to any damages resulting from failure to follow the Prairie Dog Boring Equipment, Inc. instruction for operation and maintenance of boring machine attachments and parts. Also, the express warranty contained herein shall not apply to engines, clutches, gearboxes, etc., which are not of our manufacture as they are covered by the design and specification changes on future machines without notice and without obligation on our part to present owners.

The foregoing express warranty is in lieu of all other express warranties. Prairie Dog Boring Equipment, Inc. neither assumes nor authorizes any other person, natural or corporate, to assume for it any other obligation or liability in connection with or with respect to any boring machine attachments or parts.

Prairie Dog Boring Equipment ,Inc. hereby disclaims any and all implied warranties, including, but not limited to warranties of merchantability and fitness for any particular purpose, if and to the extent, but only if and to the extent, that such disclaimer is not forbidden by any applicable law and any implied warranties, including, but not limited to which Underground Equipment, Inc. is so forbidden to disclaim by any applicable law, are limited to the periods of the express warranty as defined in the first paragraph of this warranty. Underground Equipment, Inc. shall in no event be liable for any consequential, incidental or special damages, and/or expenses.