

Rotary Spreader One-Year Limited Warranty

- 1. What Is Covered By This Warranty. LESCO, Inc. warrants, to the original purchaser only, that the Equipment that is the subject of this sale (a) conforms to LESCO's published specifications, and (b) is free from defects under normal service, for a one-year period from the original date of delivery. This warranty does not include damage to the Equipment resulting from occurrences set forth hereinafter in (2). If the purchaser discovers within this period a failure of the Equipment to conform to specifications or a defect in material or workmanship, they must promptly notify LESCO in writing of such claim. Any claims under this warranty must be received in writing by LESCO within 13 months from the date of original delivery. Within a reasonable time after such notification, LESCO will replace any defective component of the Equipment or part thereof. LESCO will provide the components or parts at LESCO's expense. Labor is to be performed by the original purchaser. (LESCO will provide purchaser a labor allowance at LESCO's current flat rate schedule.) LESCO will make the final determination as to the amount of hours to be reimbursed to the purchaser for labor. All defective parts shall be returned to LESCO if requested. These remedies arc the original purchaser's exclusive remedies for breach of warranty.
- 2. What Is Not Covered By This Warranty. LESCO does not warrant (a) any product, components or parts not manufactured by LESCO; (b) defects caused by failure to provide a suitable installation environment for the Equipment; (c) damage caused by use of the Equipment for purposes other than those for which it was designed; (d) damage caused by accident or disasters such as fire, flood, wind and lightning; (e) damage caused by unauthorized attachments or modification; or (f) any other abuse or misuse of the Equipment.
- 3. EXCLUSIVE WARRANTY. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER WRITTEN, ORAL OR IMPLIED. ANYANDALLIMPLIEDWARRANTIESOFMERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
- 4. LIMITATION OF REMEDIES. UNDER NO CIRCUMSTANCES, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SHALL LESCO BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL ARISING OUT OF THE USE OF OR

- INABILITY TO USE THIS EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, FACILITIES OR SERVICE, DOWNTIME, THE CLAIMS OR COSTS OF THIRD PARTIES INCLUDING CUSTOMERS, AND INJURY TO PROPERTY. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 5. Time Limit For Claims. Any claim for breach of warranty or claims under this warranty must be received by LESCO within 13 months following delivery of the equipment.
- 6. No Other Warranties. Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee or representative of LESCO or any other party is authorized to make any other Warranty or to assume any other liability in connection with the sale of its Equipment.
- 7. Future Changes. LESCO reserves the right to reserve, change or modify the construction and design of its Equipment or any component part or parts thereof without incurring the obligations to make such changes or modifications in present equipment.
- 8. Allocation Of Risks. This agreement allocates the risks of equipment failure between LESCO and the original purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND IS BOUND BY ITS TERMS.
- 9. How To Contact LESCO. If during the warranty period, the LESCO Rotary Spreader does not function properly due to defect, simply contact:

SiteOne Landscape Supply, Inc. 300 Colonial Center Parkway, Suite 600 Roswell, GA 30076 800-SITEONE

HOW TO ORDER PARTS

Contact your SiteOne Salesperson, phone or write us. We will need the following information:

- 1. Your account number if available.
- 2. Your name and address and the address where you want the parts to be shipped.
- 3. The Model/Serial No. of the equipment.
- 4. The LESCO® Part No. and the quantity desired. (Please do not use reference numbers.)

NOTE: Inspect all shipments on receipt for damage or missing parts. File a claim with the carrier before accepting a damaged shipment.

We reserve the right to change designs, specifications and equipment at any time without notice and without incurring any obligations.

SiteOne Landscape Supply, Inc.

300 Colonial Center Parkway, Suite 600 | Roswell, GA 30076 | 800-SITEONE | www.siteone.com