

SCHWING AMERICA INC.

STANDARD NEW PRODUCT WARRANTY

Schwing America, Inc. ("Schwing") warrants its new equipment against defects in material and workmanship under normal use and service, provided such equipment shall not have been subject to misuse, negligence or accident, for a period of twelve months from the date of purchase, or 2000 hours of use, whichever shall occur first. Schwing warrants new spare parts against defects in material and workmanship for a period of six months from the date of purchase.

This warranty shall not apply to any equipment or spare parts which shall have been loaded or operated beyond their rated capacity as specified by Schwing. Damage resulting from improper installations, alterations or neglect of recommended maintenance will be considered as misuse and not as a defect. Certain parts of the equipment, such as, but not limited to, the pumping cylinders, pumping rams, concrete pump systems, mixer drums and chutes, are subject to normal wear. Normal wear is not covered under this warranty. Your Schwing equipment is designed to operate with only Schwing OEM products. Use of non-Schwing OEM products voids any warranties provided by Schwing.

Buyer's **SOLE AND EXCLUSIVE REMEDY** for breach of this warranty shall be replacement or repair, free of charge, of such part or parts as are determined to be defective, or repayment of the purchase price paid by Buyer, whichever such remedy Schwing shall select. To make a claim under this warranty, Buyer must, within ninety (90) days of discovery of the defect in material or workmanship, give written notice of the defect to Schwing and, if requested by Schwing, promptly deliver the equipment to Schwing, FOB Schwing warehouse.

On boom units, structural components such as weldments provided by Schwing are warranted against defects in materials and workmanship for a period of ten years from the date of purchase, provided structural inspections have been conducted and necessary repairs have been made in accordance with the American National Standard, ASME 830.27, Material Placement Systems, and such inspections and repairs have been properly documented. If such inspections have not been conducted and necessary repairs made, this warranty is void. Buyer's **SOLE AND EXCLUSIVE REMEDY** for breach of this warranty shall be repair or replacement of any components found to be defective, whichever such remedy Schwing should select, but Buyer shall be responsible for the cost of any replaced components at Schwing's current published list prices and for the labor charged by a Schwing authorized servicer to repair or replace the components, based upon a fraction, the numerator of which is the number of years since the date of purchase of the equipment, and the denominator of which is ten (10).

SCHWING SHALL HAVE NO LIABILITY TO THE BUYER OF SUCH EQUIPMENT OR SPARE PARTS OR OTHER PERSON FOR INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, EVEN IF SCHWING SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. For purposes hereof, the term "consequential damages" shall include lost profits, penalties, delay damages, liquidated damages or other damages and liabilities which the Buyer shall be obligated to pay or which the Buyer may incur based upon, related to or arising out of its contracts with its customers or other third parties. In no event shall Schwing be liable for any amount of damages in excess of the amounts paid by the Buyer for goods or services as to which a breach of warranty or contract has been determined to exist. The parties expressly agree that the price for goods and the services was determined in consideration of the limitation on damages set forth herein and such limitation has been specifically bargained for and constitutes an agreed allocation of risk which shall survive the determination of any court of competent jurisdiction that any remedy herein fails of its essential purpose. Schwing reserves the right to make changes and improvements in its product without incurring any obligation to install any such changes or improvements in its products previously manufactured.

Schwing makes no warranty of components or accessory equipment purchased by Schwing from third parties, such as, but not limited to, truck chassis, engines, transmissions, gear cases, tires, wheels and tools, the same being subject to the warranties of their respective manufacturers.

Except as provided herein, and in Schwing's General Terms and Conditions of Sale, which are incorporated herein by reference, **SCHWING MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO NEW EQUIPMENT OR SPARE PARTS, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**