



TC/AMERICAN CRANE COMPANY
11110 INDUSTRIAL CR NW SUITE A
ELK RIVER, MN 55330
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TC/American Crane Warranty

The following covers apparatus manufactured by **TC/AMERICAN CRANE COMPANY**, hereinafter called the **Company**, and unless otherwise expressly modified in writing, are deemed to be applicable to all sales and purchases to which the Company is a party.

1. (a) **STANDARD GUARANTEE AND WARRANTY.** The Company will repair, at its option, defects in material or workmanship developing within one year of date of shipment from the factory, providing the Company receives immediate written notice of such defects upon their discovery and such claims are substantiated by the Company's inspection department. Correction of such defects by repair, or replacement, F.O.B. the Company's factory, shall constitute fulfillment of this guarantee. The return of all parts submitted for inspection under this guarantee must be authorized by the Company and transportation prepaid by the shipper. The guarantee will not be applicable unless the apparatus has been properly cared for and operated under normal conditions. The Company will not be responsible for damage resulting from improper storage or handling prior to placing the apparatus in service. The Company has no liability for repairs made outside the Company's factory unless with the prior written consent of the Company.
 - **LIMITATION OF WARRANTY.** Except for the express warranty above stated, the Company makes no warranty, expressed or implied, and makes no warranty of fitness for a particular purpose or a warranty of merchantability. TC/American Crane Company expressly excludes from its limited warranty any liability whatsoever for loss of use or for any indirect or consequential damages, including loss of profits, personal injury or any other loss.
 - **SECURITY INTEREST.** TC/American Crane Company and Purchaser specifically agree that title to the equipment that is the subject of this agreement does not pass to Purchaser pursuant to Section 2-401 of the Uniform Commercial Code, as codified by the individual States and International agreements, until such time as the invoice is paid in full to TC/American Crane Company.
 - (b) **GUARANTEE ON PURCHASED ITEMS.** The guarantee of the Company on purchased items, assemblies or accessories which are installed as a separate unit shall not extend beyond the guarantee made by the manufacturer of the item, assembly, or accessory.
 - (c) **RATED OUTPUT.** The Company guarantees that its apparatus will successfully deliver its rated output if properly operated and maintained under normal conditions and if any application of such apparatus to the customer's device has been first approved by the Company's engineers. Failure of equipment to deliver proper rating due to normal or abnormal wear on any part or due to operating conditions beyond the Company's knowledge or control shall not be considered as evidence of defective material unless the Company's examination of the worn parts discloses such a defect.
 - (d) **VOLTAGE, ETC.** Variation of voltage frequency, etc. under which apparatus will operate successfully will be in accordance with NEMA standards.
2. **LIMITATIONS OF LIABILITY.** Except for the express warranty above setforth, the Company makes no warranty, expressed or implied, and makes no warranty of fitness for a particular use (notwithstanding any disclosure made to the Company by the purchases). With respect to the application of apparatus to the customer's device, the Company may submit samples and offer recommendations with the understanding that subsequent orders will be filled with apparatus equal to the sample in construction and performance according to the Company's test data. Any recommendations offered by the Company's engineers are to be considered as their best judgment and as matters of opinion, with liability to the Company. Under no circumstances shall the Company be liable for damage to goodwill, loss of profits, indirect, incidental, special or consequential damage.
 3. **WIRING.** Wiring and apparatus is in accordance with the Company's understanding of the provisions of the National Electrical Code, a standard of the National Board of Fire Underwriters. The Company shall have no responsibility for compliance with local regulations unless notified thereof prior to purchase and unless the Company accepts responsibility therefore in writing.
 4. **ACCESSORY APPARATUS.** All accessory electrical apparatus and wiring not customarily included as part of the apparatus sold by the Company shall be furnished and installed up to the point of contact with the Company's apparatus by and at the expense of purchaser and shall conform to the recommendations and requirements of the Company. Hangers, support steel, and sway bracing are to be furnished by the purchaser unless otherwise specified on our quotation.