

Mixer Truck
New Product and Parts Warranty



Integral dx warrants its **mixer body (equipment)** against defects in material and workmanship under normal use and service for a period of **twelve (12) months** from the date of purchase or 2000 hours of use whichever shall occur first. This warranty shall not cover such equipment that has been subject to misuse, negligence or accident.

Integral dx warrants **new spare/replacement parts** against defects in material and workmanship for a period of **six (6) months** from the date of purchase. This includes but not limited to replacement mixer drums. This warranty shall not cover damage from improper installation by installer unless installed by Integral dx.

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 Integral dx. Damage resulting from improper installations, alterations, or neglect of recommended maintenance, misuse, or accident will be considered as misuse and not as a defect. Certain parts of the equipment, such as, but not limited to, mixer drums and chutes, are subject to normal wear. Normal wear is not covered under this warranty. Your Integral dx equipment is designed to operate with only Integral dx OEM products. Use of non-Integral dx products voids any warranties provided by Integral dx.

The Buyer's Exclusive and Sole Remedy for breach of this warranty shall be limited to replacement, modification or repair free of charge, of such part or parts as are determined to be defective, or repayment of the purchase price paid by the Buyer, whichever remedy Integral dx shall select. To make a claim under this warranty, Buyer must, within (90) days of discovery of the defect in material or workmanship, give written notice of the defect to Integral dx and, if requested by Integral dx, promptly deliver the equipment to Integral dx, FOB Integral dx warehouse. Integral dx shall not in any event be liable for the cost of any special, direct or consequential damages.

INTEGRAL DX 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 INTEGRAL DX SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. For purpose 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 Integral dx be liable for any amount of damages in excess of 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 limitations 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. Integral dx 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.

Integral dx makes no warranty of components or accessory equipment purchased by Integral dx 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 Integral dx's General Terms and Conditions of Sale, which are incorporated herein by reference, INTEGRAL DX MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED 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.