



WARRANTIES

DIAMOND TOOLS LIMITED WARRANTY

Diamond Products Limited warrants all of its diamond tools against defects in material and workmanship for a period of one (1) year from the date of shipment to Customer. All laser welded blades and bits are warranted against segment loss due to weld failure. Determination of the applicability of warranty will be made after the product is inspected by our Warranty Claims

Department. The warranty does not cover any tool which Diamond Products determines to have been used in an improper application, subjected to negligent abuse, improperly mounted, altered, involved in a non-application accident or miscellaneous damaged. **The responsibility of Diamond Products under this Warranty is limited to repair or replacement at Diamond Products' option free of charge. In no event shall Diamond Products be liable for consequential or incidental damages.** This warranty includes all labor, parts and shipping costs via UPS ground. Proof of purchase in the form of an invoice showing the date of shipment to be within one (1) year must accompany all warranty claims. Diamond Products reserves the right to prorate any warranty claim based upon a percentage of tool life prior to the failure in question.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

EQUIPMENT LIMITED WARRANTY

Diamond Products warrants all products manufactured by it against defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment to Customer. **The responsibility of Diamond Products under this Warranty is limited to replacement or repair of defective parts at Diamond Products' Elyria, Ohio factory, or at a point designated by it, of such parts as shall appear to us upon inspection at such point, to have been defective in material or workmanship, with expense for transportation and labor born by Customer. In no event shall Diamond Products be liable for consequential or incidental damages arising out of the failure of any product to operate properly. Integral units such as gasoline engines, electric motors, batteries, tires, transmissions, etc., are excluded from this Warranty and are subject to prime manufacturer's warranty.**

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ABRASIVES LIMITED WARRANTY

Diamond Products Limited warrants all of its abrasive products against defects in material and workmanship for a period of one (1) year from the date of shipment to Customer.

The warranty does not cover any products which Diamond Products determines to have been used in an improper application, subjected to negligent abuse, improperly mounted, altered, involved in a non-application accident or miscellaneous damaged.

The responsibility of Diamond Products under this Warranty is limited to repair or replacement at Diamond Products' option free of charge. In no event shall Diamond Products be liable for consequential or incidental damages. This warranty includes all labor, parts and shipping costs via UPS ground. Proof of purchase in the form of an invoice showing the date of shipment to be within one (1) year must accompany all warranty claims. Diamond Products reserves the right to prorate any warranty claim based upon a percentage of product life prior to the failure in question.

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HIGHWAY GROOVING MACHINERY LIMITED WARRANTY

Diamond Products Limited makes the following limited warranty:

Diamond Products warrants each new and unused grooving or grinding machine and accessory equipment sold by it (except items not manufactured by Diamond Products such as engines, pumps, transmissions, and other trade accessories sold with, attached to, or operated with Diamond Products' products), to be free from defects in material and workmanship under normal use and service for one (1) year from the date of shipment from the Diamond Products factory, the obligation under this warranty being limited to the replacement or repair at the Diamond Products factory, or at a point designated by it, of such parts as shall appear to it upon inspection at such point to have been defective in material or workmanship at the time sold, provided that the parts or parts claimed defective are returned to inspection points, transportation charges prepaid.

If after inspection of the returned products, Diamond Products determines that the defect is a result of misuse, mishandling, installation, abnormal conditions of operation, unauthorized repair or modification, or due to the Buyer's failure to install, maintain or operate the product in compliance with the written instructions, all expenses incurred by Diamond Products in connection with the replacement or repair of the product shall be for the account of the Buyer. Any product returned to Diamond Products for replacement shall become the property of Diamond Products.

The Buyer shall be responsible for all costs of shipping, customs clearance and other related charges in connection with Diamond Products' replacement or repair of products located outside the continental United States pursuant to the limited warranty.

This warranty applies only to new and unused grooving or grinding machines and accessory equipment which after shipment from the Diamond Products factory have not been altered, changed or repaired in any manner. **Maintenance items, such as filters, V-belts, air cleaners, wheels or Blade shaft bearings, are not covered under this warranty.** The validity, performance and interpretation of the limited warranty shall be governed by the internal laws (and not the laws of conflicts) of the State of Ohio. All disputes arising in connection with the limited warranty shall be resolved, if not sooner settled, by a court of competent jurisdiction located in Canyon County, Idaho, U.S.A.

Exclusive Remedy:

Replacement or repair of the Diamond Products' products as provided under this warranty is the Buyer's exclusive remedy. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Diamond Products is willing and able to replace or repair any defective product in the prescribed manner. In the event Diamond Products fails to replace or repair the product as aforesaid, Diamond Products' entire liability shall not exceed the amount paid by the Buyer to Diamond Products for its purchase of the defective product.

Limitations on Warranty:

In no event shall Diamond Products be liable for any indirect, special, incidental, consequential or other damages, including but not limited to damage to or loss of property or equipment, lost revenues or profits, or harm to goodwill or business reputation directly or indirectly arising from the sale, handling or use of the product, or from any other cause relating thereto and Diamond Products' liability hereunder. Diamond Products shall not be liable to the Buyer for any claims, demand, injuries, damages, actions or causes of action what so ever based on negligence or strict liability.

Exclusions of Warranties:

Diamond Products, Limited makes no warranty that the products sold hereunder shall be merchantable or that such products shall be fit for any particular purpose. Moreover, Diamond Products makes no express or implied warranties except for the Limited Warranty outlined above. In addition, no representation or warranty, express or implied, made by any distributor, sales representative, or field agent of Diamond Products which is not specifically set forth herein shall be binding on Diamond Products.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.