



NEW DEAL DEICING

Specialist in Solids

LIMITED WARRANTY STATEMENT

Berven Industries, LLC dba New Deal Deicing (“the Company”) warrants all products manufactured by it to be free from defects in materials and workmanship and materials under normal use and service for which product is intended. The warranty period for de-icing products delivered by the Company is 10 days from the date of delivery. The warranty period for equipment including brine makers and sprayers sold by the Company is 60 days from the date of delivery.

A written notice of considered defect under this warranty must be sent to the Company. No product shall be returned without the Company’s permission. Faulty product believed to be defective in factory workmanship or material within the warranty period, will be repaired or replaced at Company’s option, free of charge, and returned transportation prepaid.

This warranty does not cover the cost of labor, material or services contracted by the purchaser. A repair or replacement of part(s) under warranty may be done either at Company’s facility or purchaser’s location at Company’s option.

If Company’s inspection determines any defect for installed or supplied product(s)/equipment not covered by this warranty, the product(s)/equipment may be repaired or replaced and the Company’s regular service and material charges will apply.

WITH THE EXCEPTION OF THE WARRANTY PERIOD SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTENDED BEYOND BUYER/SELLER AGREEMENT.

Liability is limited only to the purchase price of the product. No warranties or representations, express or implied, are made by the Company with respect to products sold by our Company but manufactured by a third party. Therefore, Company will not be responsible for any labor or material charges or consequential damages to defects. Our sole responsibility will be to act as liaison between original manufacturer and purchase to honor third party’s warranty.

In no event will the Company be held for freight charges, consequential or incidental damages of any nature whatsoever, installation cost or contingent liability of any kind resulting from the manufacture, sales or use of its products. Expendable items or items not stored according to the manufacturer’s recommendations will not be covered. Abuse, misuse, neglect, alterations, and failure to install, operate, and maintain equipment or products in accordance with Company’s installation, Operation and Maintenance Manual or good manufacturing and operations practices and procedures and failure to follow standard construction trades practices will void warranty. No salesperson, employee, or agent of the Company is authorized to vary terms of the Warranty Statement.