

LIMITED WARRANTY

The warranty obligations of **Bob Herbert Drilling Equipment** ("BHDE) for any products sold are limited to the terms set forth below:

What is Covered

This limited warranty covers defects in materials and workmanship for any products sold by BHDE.

What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of any product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by BHDE to make such repairs, or any other causes which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product.

Without limiting any other exclusion herein, BHDE does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, if any, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

How Long Does this Coverage Last

This limited warranty lasts for one year from the date of original purchase of any product.

Who is Covered

Only the original purchaser of any products is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

What BHDE will do

BHDE will, at its sole option, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. BHDE will also pay the shipping costs necessary to return this product once the repair is complete.
2. Replaces this product with a direct replacement or with a similar product deemed by BHDE to perform substantially the same function as the original product.
3. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.

What BHDE will not do Under This Limited Warranty

If this product is returned to BHDE, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. BHDE will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. BHDE will not be responsible for any costs related to any setting up this product, any adjustment of user controls or any programming required for a specific installation of this product.

How to Obtain a Remedy under this Limited Warranty

To obtain a remedy under this limited warranty, you must contact BHDE. In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from BHDE. If this product is returned under this limited warranty, a return authorization number, obtained from BHDE will be required. If it is decided that this product should be returned, this product should be properly packed, preferable in the original carton, for shipping. Cartons not bearing a return authorization number will be refused.

Limitation on Liability

THE MAXIMUM LIABILITY OF BHDE UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BHDE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Exclusive Remedy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BHDE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.