



**CW MILL EQUIPMENT CO., INC.**  
P.O. Box 246 Sabetha, KS 66534  
(785) 284-3454 Fax (785) 284-3601

## **CW MILL MOUNTING KIT LIMITED WARRANTY**

The warranty contained is exclusive and expressly in lieu of all other warranties (written, oral, implied, or statutory) including but not limited to expressed or implied warranties of merchantability or fitness.

This Warranty is specific to CW Mill Mounting Kit and Kit Components.

**C. W. MILL EQUIPMENT CO., INC.**, warrants that this component used by the original purchaser under normal use in North America, will be free from defects in material and workmanship for a period of 90 days from the date of delivery to end user when purchased from an authorized dealer.

Subject to the exclusions and limitations stated herein, **C. W. MILL EQUIPMENT CO., INC.** will correct any defects in materials and workmanship of which **C. W. MILL EQUIPMENT CO., INC.** is informed within the required time period

1. **LIMITATIONS:** THE SOLE RESPONSIBILITY OF **C.W. MILL EQUIPMENT CO., INC.** UNDER THIS WARRANTY SHALL BE TO REPAIR AND/OR REPLACE PARTS AT THE **C. W. MILL EQUIPMENT CO., INC.** FACTORY, OR AT A PLACE APPROVED IN WRITING BY **C. W. MILL EQUIPMENT CO., INC.** **C.W. MILL EQUIPMENT CO., INC.** SHALL NOT BE HELD RESPONSIBLE FOR ANY COST OF LABOR, TRANSPORTATION OF THE COMPONENT TO OR FROM THE PLACE OF REPAIR, NOR FOR ANY DAMAGES RESULTING FROM THE LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS, OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, CONSEQUENTIAL OR INCIDENTAL.

2. **ORIGINAL PURCHASER:** This WARRANTY is extended to the original purchaser only and is terminated upon sale, assignment, or other transfer of the component by the original purchaser.

3. **SPECIFIC EXCLUSIONS:** This warranty specifically excludes the following:

- (a) PARTS AND EQUIPMENT WHOSE OWN ORIGINAL MANUFACTURERS WARRANTY WILL APPLY.
- (b) WEAR PARTS.
- (c) Other components not related to Mounting Kits.
- (d) Items sold as is, Used, pre-owned, and rebuilt parts.
- (e) Customer supplied components.
- (f) Items damaged through Inadequate Fan Clearance –

**NOTE: Due to truck manufacturers assembly tolerances and production changes, it is YOUR responsibility to insure adequate clearance between fan and radiator – drive pulley. Do not operate until adequate fan clearance is provided.**

4. **NORMAL USE:** This WARRANTY covers only defects in original components which arise from normal use in processing and does not apply if the component has been subject to negligence, accident, overload, alteration, inadequate maintenance, abuse, excessive vibration, or has been repaired or modified without the prior written consent of **C. W. MILL EQUIPMENT CO., INC.**

5. **PRIOR WRITTEN CONSENT:** Any repairs made other than at **C W. Mill Equipment Co., INC.** factory must be authorized by **C. W. MILL EQUIPMENT CO., INC.** in writing. No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of **C. W. MILL EQUIPMENT CO., INC.**

6. **REQUIRED PROCEDURES:** In order to expedite the correction of any problems covered by this WARRANTY, the following procedures MUST BE FOLLOWED:

(a) If you feel you have a warranty problem and wish to start a warranty claim, notify your dealer, or the factory by phone, at (800) 734-3491, or by fax at (785) 284-3601 and registered letter addressed to **C. W. MILL EQUIPMENT CO., INC.** P. O. Box 246, Sabetha, Kansas 66534, within five (5) days after detection of the defect. Include your name, address, work and home phone numbers, a complete description of the problem, the serial number of the machine or vehicle that the component was intended for, the location of the component, and the name of the dealer from whom the grinder was purchased.

(b) **C. W. MILL EQUIPMENT CO., INC.** requires the equipment owner to furnish a purchase order to **C. W. MILL EQUIPMENT CO., INC.** authorizing and acknowledging that if the problem is not covered by the **C. W. MILL EQUIPMENT CO., INC.** warranty, the equipment owner agrees to pay for all expenses incurred by **C. W. Mill Equipment Co., Inc.** in servicing the equipment.

(c) **C. W. MILL EQUIPMENT CO., INC.** shall not reimburse purchaser for any repairs or adjustments without prior WRITTEN APPROVAL from **C. W. MILL EQUIPMENT CO., INC.**

7. **DISCLAIMER:** **C. W. MILL EQUIPMENT CO., INC.** MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPONENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER.

8. **DISCLAIMER:** NO ONE, INCLUDING AN AUTHORIZED CW MILL DEALER, IS AUTHORIZED TO MAKE ADDITIONAL WARRANTIES ON BEHALF OF **C. W. MILL EQUIPMENT CO., INC.** IN REGARD TO THIS UNIT.

9. (a) ANY FAILURE BY THE CUSTOMER TO PAY BILLED INVOICES WITHIN DEFINED TERMS SHALL BE CAUSE FOR **C. W. MILL EQUIPMENT CO., INC.** TO WITHHOLD ANY WARRANTED ITEM AND/OR FUTURE PURCHASES.

(b) **C. W. MILL EQUIPMENT CO., INC.** DOES NOT GUARANTEE ANY RETURN FOR CREDIT OR EXCHANGE PRIVILEGE ON ANY PART, KIT, ASSEMBLY.

10. **C. W. MILL EQUIPMENT CO., INC.** reserves the right to make changes and / or improvements to its product offering up to the point of shipment and to the end of any applicable warranty period within the confines of applicable quotations and / or sales orders made specifically for the purchaser defining specific product configurations required in the sale. Other product variances may occur between similar past, present, & future units. Product configurations and design standards for all **C. W. MILL EQUIPMENT CO., INC.** products are subject to change without notice. **C. W. MILL EQUIPMENT CO., INC.** design evolution and / or product variance are not cause for warranty upgrade or change unless deemed necessary at the sole judgment of **C. W. MILL EQUIPMENT CO., INC.**