

Eskridge Warranty Policy (For Product Shipped before 1 March 2026)

ESKRIDGE, INC. (“Eskridge”) warrants to its original purchaser (“Customer”) that new component parts/units (“Units”) sold by Eskridge will be free of defects in material and workmanship and will conform to standard specifications set forth in Eskridge sales literature current at the time of sale or to any custom specifications acknowledged by written Customer approval of drawings, SUBJECT TO THE FOLLOWING QUALIFICATIONS AND LIMITATIONS:

1. Prior to placing Units in service, the Customer shall provide proper storage such that foreign objects (e.g., rain or debris) cannot enter any Units via entry ports which are normally closed during operation.
2. The Customer must notify Eskridge in writing of any claim for breach of this warranty promptly after discovery of a defect. The warranty period shall commence when a unit is placed in service and shall expire upon the earlier of:
 1. the expiration of twelve (12) months from the date of Commencement of Service (as defined in Paragraph 4)
 2. the completion of one thousand (1000) hours of service of the Units
 3. the expiration of six (6) months after the expiration of any express warranty relating to the first item of machinery or equipment in which the Units are installed or on which it is mounted, or
 4. the installation or mounting of the Units in or on an item of machinery or equipment other than the first such item in which the Units are installed or on which the Units are mounted.
3. Units shall be deemed to have been placed in service (the “Commencement of Service”) at the time the machinery or equipment manufactured or assembled by the Customer and in which the Units are installed or on which the Units are mounted is delivered to the Customer’s dealer or the original end-user, which ever receives such machinery or equipment first.
4. This warranty shall not apply with respect to Units which, upon inspection by Eskridge, show signs of disassembly, rework, modifications, lack of lubrication or improper installation, mounting, use or maintenance.
5. Eskridge makes no warranty in respect to hydraulic motors mounted on any Units. Failure of any such motor will be referred to the motor manufacturer.
6. Claims under this warranty will be satisfied only by repair of any defect(s) or, if repair is determined by Eskridge in its sole, absolute and uncontrolled discretion to be impossible or impractical, by replacement of the Units or any defective component thereof. No cash payment or credit will be made for defective materials, workmanship, labor or travel. IN NO EVENT SHALL ESKRIDGE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, FOR WHICH DAMAGES ARE HEREBY EXPRESSLY DISCLAIMED.

7. From time to time, Eskridge may make design changes in the component Units manufactured by it without incorporating such changes in the component Units previously shipped. Such design changes shall not constitute an admission by Eskridge of any defects or problems in the design of previously manufactured component Units.
8. All freight charges on Units returned for warranty service are the responsibility of the Customer.

Warranty Return Policy (See [Terms of Sale](#) for refund policy)

1. Any part/Unit(s) returned to Eskridge must be authorized by Eskridge with an assigned return (CSR) number.
2. All Units shall be returned freight prepaid.
3. Any Units qualifying for warranty will be repaired with new parts free of charge (except for freight charges to Eskridge as provided above).
4. If Units are found to be operable, you have two options:
 1. The Units can be returned to you with a service charge for inspection, cleaning, and routine replacement of all rubber components and any other Units that show wear; or
 2. We can dispose of the Unit(s) at the factory if you do not wish it to be returned.

NOTE: Any order of Units by customer shall only be accepted by Eskridge subject to the terms stated herein. Any purchase order forms used by Customer (to accept this offer to sell) which contain terms contrary to, different from, or in addition to the terms herein shall be without effect, and such terms shall constitute material alteration of the offer contained herein under K.S.A 84-2-207 (2)(b), and shall not become part of the contract regarding the sale of the Units.

The foregoing warranty is the sole warranty made by Eskridge with respect to any Units and is in lieu of any and all other warranties, expressed or implied. There are no warranties which extend beyond the description on the face hereof without limiting the generality of the foregoing, Eskridge expressly disclaims any implied warranty of merchantability or fitness for any particular purpose, regardless of any knowledge Eskridge may have of any particular use or application intended by the purchaser. The suitability or fitness of the Units for the customer's intended use, application or purpose and the proper method of installation or mounting must be determined by the customer.