

Prompt: Example of equipment performance guarantee

## Equipment Performance Guarantee

This Equipment Performance Guarantee ("Guarantee") is made and entered into by and between [Seller Name], a [State of Incorporation] corporation with its principal place of business at [Address of Seller] ("Seller"), and [Buyer Name], a [State of Incorporation] corporation with its principal place of business at [Address of Buyer] ("Buyer").

WHEREAS, Seller desires to sell, and Buyer desires to purchase, certain equipment (the "Equipment") described as follows:

- Equipment Type: [Equipment Type]
- Model: [Model Number]
- Serial Number: [Serial Number]

WHEREAS, Seller warrants that the Equipment will meet the following performance specifications (the "Performance Specifications"):

- [Performance Specification 1]
- [Performance Specification 2]
- [Performance Specification 3]

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

### 1. Guarantee.

Seller warrants that the Equipment will:

- Be free from defects in materials and workmanship;
- Be designed, manufactured, and constructed in accordance with the applicable industry standards;
- Meet the Performance Specifications; and
- Be fit for the intended purpose.

## 2. Guarantee Period.

The Guarantee Period shall begin on the date of installation of the Equipment and shall continue for a period of [Number] years.

## 3. Remedies for Breach of Guarantee.

If the Equipment fails to meet any of the Performance Specifications during the Guarantee Period, Buyer shall promptly notify Seller in writing of such failure. Upon receipt of such notice, Seller shall, at its sole option and expense:

- Repair or replace the Equipment;
- Refund the purchase price of the Equipment; or
- Provide other commercially reasonable remedy.

## 4. Exclusions.

This Guarantee shall not apply to any failure of the Equipment that is caused by:

- Misuse, neglect, or abuse by Buyer;
- Failure to maintain the Equipment in accordance with Seller's instructions;
- Accident, fire, flood, or other force majeure event; or
- Modification or alteration of the Equipment without Seller's prior written consent.

## 5. Limitation of Liability.

Seller's liability under this Guarantee shall be limited to the purchase price of the Equipment. In no event shall Seller be liable for any consequential, incidental, or indirect damages arising out of or relating to the Equipment, even if Seller has been advised of the possibility of such damages.

## 6. Entire Agreement.

This Guarantee constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

7. Governing Law.

This Guarantee shall be governed by and construed in accordance with the laws of the State of [State].

8. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier service, addressed as follows:

If to Seller:

[Address of Seller]

If to Buyer:

[Address of Buyer]

9. Severability.

If any provision of this Guarantee is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

10. Waiver.

No waiver of any breach of this Guarantee shall constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Guarantee as of the date first written above.

[Seller Name]

By: [Name]

Title: [Title]

[Buyer Name]

By: [Name]

Title: [Title]