



Limited Warranty
Gearboxes

During the warranty period, Seller will repair or replace at its plant in Rockford, Illinois, any part of the Goods, which part has been manufactured by Seller, and which Seller determines to have failed because of defective design, material or workmanship under normal use and service. Seller shall have no warranty or other liability for any part not manufactured by it, but agrees to cooperate with Buyer in obtaining an assignment of Seller's warranty rights against the manufacturer. Prior to repair or replacement, Seller shall have the right to examine the part at its option either at Buyer's plant or at Seller's plant in Rockford, Illinois. For this warranty to apply, Buyer must give Seller written notice of any warranted defect within fifteen (15) days after discovery and, in any event, not later than the date on which this warranty expires, or Buyer will be barred from any remedy. Upon Seller's written authorization, the Goods must be shipped to Seller freight prepaid within a reasonable time thereafter. This warranty does not apply unless the Goods are serviced in accordance with Seller's recommendations and are installed in a Seller approved application, including use of correct lubricant. Buyer accepts the responsibility of operating and maintaining the Goods in accordance with Seller's recommendations and standard maintenance practices. This warranty also shall not apply to any of the Goods or parts thereof repaired or altered by anyone but Seller, operated or installed contrary to instructions, subjected to misuse, negligence or accident. This warranty is not assignable and expires upon the earlier of Buyer's transfer, sale or other disposition of the Goods, 1500 hours of service, or one (1) year from the date of shipment of the Goods by Seller to Buyer. Seller's liability under this warranty shall be limited to repairing or replacing warranted Goods or, if such Goods cannot be repaired or replaced by Seller, to the return of the purchase price paid for the defective or nonconforming warranted Goods; provided, that Buyer shall first return to Seller those goods for which a refund of the purchase price is to be made.

In order to make a claim under the warranty; the original purchaser must return the defective product, together with proof of purchase, to Seller's factory in Rockford, Illinois with transportation charges prepaid both ways. The item must be received by Seller within one year of its manufacture. Seller shall, at its option, repair or replace any product, which its examination discloses to have been defective in workmanship or material. A return authorization number is required on all returned gearboxes. Labor for removal, re-installation and repair of Seller's Goods will not be allowed or provided under the provision of this warranty. Request for information, or warranty, or repair of the Goods shall be instigated by contacting the Sales, Engineering or Quality department of Seller.

THE WARRANTIES PRINTED ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE ORDER OR THE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

Limitation of Liability: SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR COSTS OF REMOVAL OR SHIPMENT. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY OR BUYER'S REMEDY FOR DAMAGES AGAINST SELLER EXCEED THE AMOUNT OF THE PURCHASE PRICE OF GOODS SOLD FOR WHICH OR RELATING TO WHICH CLAIM IS MADE. IN THE EVENT THAT SELLER'S WARRANTY, IF ANY, OR ANY OTHER OBLIGATION OF SELLER APPLICABLE TO THE GOODS FAILS OF ITS ESSENTIAL PURPOSE, BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO RETURN OF OR CREDIT FOR SO MUCH OF THE PURCHASE PRICE AS IS APPLICABLE TO THE GOODS WHICH ARE NONCONFORMING OR DEFECTIVE, PROVIDED SUCH GOODS ARE RETURNED TO SELLER. THE PRICE STATED FOR THE GOODS IS BASED UPON AND IN CONSIDERATION FOR LIMITING SELLER'S LIABILITY. NO ACTION ARISING OUT OF THE ORDER OR PERTAINING TO THE GOODS MAY BE BROUGHT BY BUYER MORE THAN FIFTEEN (15) MONTHS AFTER THE DATE OF SHIPMENT OF THE GOODS BY SELLER TO BUYER. BUYER'S REMEDIES AS PROVIDED HEREIN ARE ITS SOLE AND EXCLUSIVE REMEDIES.