



WITTENSTEIN

5-year Gearbox Warranty

1. Wittenstein warrants that the gear reducers pertaining to all series of gear reducers, including such parts manufactured by others as are integral therewith, shall be free from defects in material and workmanship for a period of forty eight (48) months from the date of the expiration of the initial twelve (12) months standard warranty provided by Wittenstein. No extended warranty beyond the initial twelve (12) months is provided for oil seals in the gear reducers unless agreed to in writing prior to the sale.

Wittenstein's obligations under the aforesaid warranty shall be repairing or replacing any part or parts of the Products, which if properly installed, used and maintained, prove defective in material or workmanship. Any freight charges and traveling expenses of Wittenstein's service personnel shall be the responsibility of the Distributor.

Such repair or replacement shall be Wittenstein's sole obligation and Distributor's sole remedy hereunder and shall be conditioned upon (a) Wittenstein's receipt of written notice of any alleged defect within thirty (30) days after its discovery, and (b) at Wittenstein's option, return of such defective Products or part thereof freight prepaid to Wittenstein's principal place of business. Any Product repaired or replaced pursuant to this warranty will be warranted for the remainder of the original warranty period.

2. Wittenstein's obligations under Section 15.1 shall not apply to any component or part of the Products sold hereunder which (a) is consumed by normal wear and tear, (b) which is consumed by operation above rated

capacity or excessive use, (c) which has a normal life inherently shorter than the herein stated warranty period, (d) which has been damaged due to negligent or faulty use, alteration, storage, maintenance, repair, operation, or handling by Distributor, or (5) which is installed or operated in disregard of the operating manual of the Products.

3. Any description or representation of the Products whether in writing or made orally by Wittenstein or Wittenstein's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with Distributor's order are for the sole purpose of identifying the Products and shall not be construed as an express warranty.

Any suggestions by Wittenstein or Wittenstein's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by Wittenstein. Performance figures and specifications by Wittenstein are estimates only and are not warranties, unless expressly stated otherwise.

4. THE WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON WITTENSTEIN'S PART.