



# LIMITED WARRANTY

## DELTA LINE NORTH AMERICA, INC.

DELTA LINE NORTH AMERICA, INC, a Delaware corporation with its registered address at 251 Little Falls Drive, Wilmington, Delaware 19808 (“SELLER”), represents that the various brushless DC motors; stepper motors; brushed DC motors; drives for motors; gearboxes, and accessories related to the foregoing, manufactured by SELLER (the “Product”) and sold or provided to the purchaser (“BUYER”) are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, warrant the Product to be free from defects in design, material, and workmanship.

### 1. APPLICABILITY REQUIREMENTS

This Limited Warranty applies only if:

- (1) The Product is used and installed properly and is operated in accordance with Product specifications;
- (2) The person filing the warranty claim is the purchaser of the Product; and
- (3) BUYER complies with all other requirements set forth in this Limited Warranty.

### 2. PROCEDURE FOR OBTAINING WARRANTY SERVICE

The procedure described in this Section 2 shall hereinafter be referred to as the “Warranty Claim Procedures.” For the Limited Warranty to apply, BUYER must completely fill out and deliver to the SELLER a written warranty claim fully describing the alleged defects or failures of the Product and original proof of purchase within the Warranty Period (defined in Section 4) and within five (5) days of the date BUYER discovered the alleged defect. Notwithstanding the foregoing, if SELLER determines, in its sole discretion, that BUYER reasonably should have discovered the alleged defect before its actual discovery, this Limited Warranty shall not apply.

To determine whether the Limited Warranty should apply, BUYER shall provide any information to SELLER, including pictures where applicable, via telephone, email or any other appropriate means of communication. SELLER shall authorize the return of any alleged or defective Product before it is returned by BUYER. If SELLER authorizes BUYER to return the Product, BUYER shall prepay all expenses associated with returning the Product to SELLER including, without limitation, the costs of shipment, import taxes, duties and tariffs. When the Product is returned for examination, inspection or any other reason, BUYER shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or nonconformity of the Product.

If SELLER determines, in its sole discretion, that the Limited Warranty does not apply, BUYER will be notified of this circumstance and the Product shall be returned to BUYER at BUYER's sole expense. If the SELLER determines, in its sole discretion, that the Limited Warranty applies, SELLER shall (i) provide the warranty services set forth in Section 3, herein, and (ii) pay all expenses associated with returning the Product to BUYER, including, without limitation, the costs of shipment, import taxes, duties and tariffs if applicable.

### **3. WARRANTY SERVICES PROVIDED**

If the Product is proved to SELLER's satisfaction to be defective, within the Warranty Period (defined in Section 4), SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion, and only if such defect was caused solely by defective design, workmanship and/or materials. Such repair or replacement shall be SELLER's sole obligation, and BUYER's exclusive remedy, hereunder, and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

### **4. WARRANTY PERIOD**

This Limited Warranty of the Product applies for twelve (12) months from the date the Product is delivered to the BUYER (the "Warranty Period"). The Warranty Period shall not be tolled for any reason. No action by SELLER or BUYER shall operate to extend or revive this Limited Warranty without the prior written consent of SELLER.

### **5. EXCLUSIONS FROM WARRANTY**

The following is not included under this Limited Warranty:

- (1) Scratches, dents, marks or other visible surface wear on the Product, unless SELLER is notified as soon as the Product is received by the BUYER;
- (2) Normal wear and tear from everyday use;

- (3) Physical damage to the Product as a result of tampering, mishandling, neglect, modification or repair without the approval of SELLER, unreasonable use, misuse, and/or negligence of the BUYER whether foreseeable by SELLER or not;
- (4) Items, equipment, goods, products, components, and parts not sold by SELLER;
- (5) Damage to the Product caused by the carrier during shipping;
- (6) Damage to the Product caused during installation;
- (7) Deterioration resulting from age, storage, weathering, lack of use;
- (8) Continued Product use after an alleged defect is discovered or should reasonably have been discovered; and
- (9) Damage to the Product caused by *force majeure* events including, but not limited to, fire, floods, and other natural disasters.

SELLER expressly reserves the right to inspect the Product and its components, parts, and BUYER's installation, use, maintenance, and any other activity or inactivity of the BUYER, when determining whether an alleged Product defect is covered by the Limited Warranty.

## **6. LIMITATIONS ON WARRANTY; DISCLAIMER OF WARRANTIES**

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

**SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Limited Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

## **7. SELLER'S LIMITATION OF LIABILITY**

SELLER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. THE SELLER'S TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT SHALL BE LIMITED TO THE VALUE OF THE PRODUCT SOLD TO BUYER.

## **8. MISCELLANEOUS**

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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