

Warranty

EATON PRODUCT WARRANTY

Subject to the conditions stated herein, Eaton Corporation warrants to the Purchaser that each new Airflex Product manufactured by Eaton will be free from failures caused by defects in material and workmanship, and will deliver its rated capacity, provided such Product is properly installed, properly maintained, operated under normal conditions and with competent supervision. Warranty claims shall be made in writing and the part or parts shall, if requested by Airflex Division, be returned prepaid to the Airflex Division for inspection. Upon a determination that a defect exists, Eaton shall thereupon correct any defect, at its option either by repairing any defective part or parts or by making available at Eaton's plant a repaired or replacement part. This warranty does not extend to normal wear parts or components of the Product, such as friction material and friction surfaces.

LIMITATION OF WARRANTY

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

In no event shall Eaton be liable for special, incidental or consequential damages. Eaton's liability arising out of the supplying of such Product, or its use, whether in warranty, contract or otherwise, shall in no case exceed the cost of correcting defects in the Products as herein provided. Upon expiration of the twenty-four (24) month period, all such liability shall terminate.

THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF EATON.