



LIMITED WARRANTY

The Gates Mectrol product is warranted to be free from defects in material or workmanship for 12 months from the date of delivery to Purchaser. Gates Mectrol will, at its option, replace or repair any merchandise proved defective in material or workmanship, or both. In no event will Gates Mectrol honor any warranty claim unless it is notified of the claim within six months of the expiration of the warranty period. This shall be the sole remedy for breach of warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL GATES MECTROL BE LIABLE TO ANY PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY AND INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER GATES MECTROL HAD KNOWLEDGE THAT THEY COULD OCCUR.

In addition to the foregoing, the warranty shall be void to the extent that any of the following occurs:

- (a) improper installation of the Product; or
- (b) improper usage by Purchaser; or
- (c) induction of defect by other products; or
- (d) mishandling of the Products or other abuse; or
- (e) improper matching with other applications; or
- (f) overheating or oil starvation, where applicable; or
- (g) any use not recommended in writing by Gates Mectrol.