



LIMITED NACD GENERAL WARRANTY, LIMITATIONS OF REMEDIES AND LIMITATIONS OF OTHER WARRANTIES

- A. North American Clutch and Driveline warrants all assembled products and parts to the original customer. For Power Take-Offs products and parts, such warranty shall extend for a period of fifteen (15) months from the date of original shipment by NACD to the original customer, but not to exceed twelve (12) months of service or one thousand five hundred (1,500) hours of service, whichever occurs first. **The warranty set forth above is exclusive and North American Clutch & Driveline, Inc. makes no other warranty, express or implied. NACD hereby expressly disclaims any and all other warranties including warranties of merchatability or fitness for a particular purpose.**
- B. **Limitation of Remedies and Liability: The remedies provided herein are buyer's sole and exclusive remedies. In no event shall NACD be liable for any direct, indirect, special, punitive, incidental or consequential damages including, but not limited to, loss of revenue or profit, loss of use of the product, cost of capital, cost of substitute equipment or facilities, cost of cover, downtime costs, claims of any third parties, including buyers' customers, or any other costs whatsoever, whether based on contract, warranty, tort (including negligence) or any other legal theory.**

The above warranty and remedy are subject to the following terms and conditions:

1. Complete parts or products upon request must be returned transportation prepaid and also the claims submitted to NACD within sixty (60) days after completion of the in-warranty repair.
 2. The warranty is void if, in the opinion of NACD, the failure of the part or product resulted from abuse, neglect, improper maintenance or accident.
 3. The warranty is void if any modifications are made to any product or part without the prior written consent of NACD.
 4. The warranty is void unless the product or part is properly transported, stored and cared for from the date of shipment to the date placed in service.
 5. The warranty is void unless the product or part is properly installed and maintained within the rated capacity of the product or part with installations properly engineered and in accordance with the practices, methods and instructions approved or provided by NACD.
 6. The warranty is void unless all required replacement parts or products are of NACD origin or are NACD authorized replacement parts, and otherwise identical with components of the original equipment. Replacement parts or products not of NACD origin are not warranted by NACD.
- C. As considered for this warranty, the original customer and subsequent purchaser agree to indemnify and hold NACD harmless from and against all and any loss, liability, damages or expenses for injury to persons or property, including without limitation, the original customer's and subsequent purchaser's employees and property, due to their acts or omissions or the acts or omissions of their agents, and employees in the installation, transportation, maintenance, use and operation of said equipment.
- D. Only an NACD authorized factory representative shall have authority to assume any cost or expense in the service, repair or replacement of any part or product within the warranty period, except when such cost or expense is authorized in advance in writing by NACD.
- E. NACD reserves the right to improve the product through changes in design or materials without being obligated to incorporate such changes in products of prior manufacture. The original customer and subsequent purchasers will not use any such changes as evidence of insufficiency or inadequacy of prior designs or materials.
- F. If failure occurs within the warranty period, and constitutes a breach of warranty, repair or replacement parts will be furnished on a no-charge basis and these parts will be covered by the remainder of the unexpired warranty which remains in effect on the complete unit.

**Note: The Above constitutes the basic NACD General Limited Warranty and may be supplemented by additional published warranty terms dependent upon the product involved. Supplementary warranty terms are available upon request.*

North American Clutch & Driveline

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