

# ***NetGain Motors, Inc.***

900 North State Street / Suite 101 / Lockport, IL 60441 / 630-243-9100 / 630-685-4054 (FAX)

## ***WarP<sup>TM</sup> Motors***

### **NEW MOTOR WARRANTY\***

WARFIELD ELECTRIC COMPANY, INC. (The Company), warrants that new motors sold by it are merchantable and free of defects in material and workmanship at the time that they are shipped from the company's factory.

The company makes no warranty with respect to the new motors other than the warranty stated above. All implied warranties of merchantability and all express and implied warranties of any other kind are hereby excluded.

The company will repair or, at its option, replace any part of any new motor sold by it that fails to conform to the warranty stated above, provided Warfield Electric Company, Inc. (factory) is contacted for a Repair Authorization Number (RA#) and such part is returned to the company's factory or to a factory authorized service station, transportation charges prepaid, within the warranty period specified below:

NEW MOTOR WARRANTY extends for a period of one year or 2000 hours of equipment operation, whichever first occurs, following the date of delivery of such equipment into which the motor has been installed, but warranty coverage will not exceed a period of two years from the date the motor was shipped from the company's factory. Proof of equipment installation date and equipment hourmeter reading must be provided.

#### **LIMITATION OF LIABILITY**

The company's liability, whether in contract or in tort or under any other legal theory, arising out of warranties, representations, instruction or warnings (or any lack or inadequacy thereof), deficiencies, failures or defects of any kind or from any cause shall be limited exclusively to repairing or replacing parts (during normal business hours) under the provisions stated above. All liability for damages, including, but not limited to, those expenses, or injury to business credit, reputation or financial standing is hereby excluded.

The warranties contained therein shall not apply to or include any of the following and the company shall have no liability with respect to:

1. Repair or replacement required as a result of: (A) accident; (B) misuse or neglect; (C) lack of reasonable and proper maintenance; (D) operation in excess of recommended capacities; (E) repairs improperly performed or replacements improperly installed; (F) use of replacement parts or accessories not conforming to Warfield Electric Company, Inc. specifications which adversely affect performance or durability; (G) alterations or modifications not recommended or approved in writing by Warfield Electric Co., Inc. and (H) wear and deterioration of motor appearance due to normal use or exposure.
2. Normal replacement of consumable service items, such as brushes and brush springs.
3. Motors in equipment whose ownership has been transferred from the first purchaser for use to another.

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\* No agent of Warfield Electric Company, Inc. is permitted or authorized to change, modify, or amend any term of this warranty.