

## Performance Parameters and Limited Warranty

The performance of Stearns brakes, clutches, clutch-brake combinations, solenoids, and controls depends upon the proper application of the product, adequate run in, installation and maintenance procedures, and reasonable care in operation.

All torque values listed in our bulletins are nominal and are subject to the variations normally associated with friction devices. The purchaser should take into consideration all variables shown in the applicable specification sheets. Although our application engineers are available for consultation, final selection and performance assurance on the purchaser's machine is the responsibility of the purchaser. Careful purchaser selection, adequate testing at time of installation, and proper installation, operation and maintenance of all products of Rexnord Industries, LLC, Stearns Division are required to obtain effective performance.

Stearns warrants to its purchasers that all its products will be free from defects in material and workmanship at the time of shipment to the purchaser for a period of one (1) year from the date of shipment. All warranty claims must be submitted in writing to Stearns within the warranty period, or shall be deemed waived. As to products or parts thereof which Stearns finds to have been defective at the time of shipment, its sole responsibility hereunder shall be to repair, correct or replace (whichever Stearns deems advisable) such defective products or parts without charge, FOB Stearns factory. In the alternative, Stearns may, at its option, either before or after attempting a different remedy, refund the purchase price upon return of the product or parts.

This warranty shall not apply to any product which has been subjected to misuse; misapplication; neglect (including but not limited to improper maintenance and storage); accident; improper installation; modification (including but not limited to use of other than genuine Stearns replacement parts or attachments); adjustment; or repair.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THAT OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON OUR PART OF ANY KIND OR NATURE WHATSOEVER.

No Stearns representative has any authority to waive, alter, vary or add to the terms hereof without prior approval in writing, to our purchaser, signed by an officer of Rexnord Industries, LLC.

Stearns liability for its products, whether for breach of contract, negligence, strict liability in tort, or otherwise, shall be limited to the repair, correction, or replacement of the products or parts thereof, or to the refund of the purchase price of such products or parts. Stearns will not be liable for any other injury, loss, damage or expense, whether direct or consequential, including but not limited to loss of use, income, profit or production, or increased cost of operation, or spoilage of or damage to material arising in connection with the sale, installation, use of, inability to use, or the repair or replacement of, or late delivery of, Stearns products.

Any cause of action for breach of the foregoing warranty must be brought within one (1) year from the date the alleged breach occurs.