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## **Amarillo Gear Company LLC**

**Amarillo Right Angle Fan Drive, Amarillo Parallel Shaft Gear Drive, Amarillo Gear Composite Drive Shaft, Amarillo Right Angle Pump Drive, New and Renewed Units**  
**Effective January 1, 2014**

Unless otherwise provided with the particular Goods, Seller warrants to Buyer that the Amarillo Right Angle Fan Drive, Amarillo Parallel Shaft Gear Drive, and the Amarillo Gear Composite Drive Shaft (whether new or renewed) will be free from defects in material and workmanship for a period ending on the earlier to occur twelve months from the date of installation or eighteen months from the date of shipment from Seller's factory. Seller warrants to Buyer that the Amarillo Right Angle Pump Drive (new) will be free from defects in material and workmanship for a period ending on the earlier to occur of twenty four months from date of installation or thirty months from date of shipment from Seller's factory. All other products will be free from defects in material and workmanship for a period ending 12 months from ship date. This Limited Warranty shall be void if the Goods are not installed, operated, serviced and maintained in accordance with Seller's published instructions for the Goods in effect from time to time or if transmitted loads are not within the published limits for the Goods. In addition, this Limited Warranty shall be void if the Goods are is in any way subjected to: (i) improper storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; or (iv) repair or modification by Buyer or any third party without the prior written consent of Seller. Any contract created between the Seller and Buyer is subject to the specific condition that Seller is not obligated to provide insurance, defend and/or indemnify any person or entity other than as provided in Section 12 (Amarillo Gear Company LLC Terms and Conditions of Sale) and that there are no flow-downs from the federal government that become part of the contract.

With respect to any defect in material or workmanship covered by this Limited Warranty, if Buyer notifies Seller of such defect in writing within the warranty period, Seller will, at its sole option, (i) with respect to New Goods, either repair or replace any such defective Goods or part thereof, or (ii) with respect to Renewed Goods, repair or re-perform the defective services or part thereof. This shall be Buyer's exclusive remedy. Any claims not made within the warranty period are deemed waived by Buyer. Before returning any Goods or part hereunder, Buyer must contact Seller for a Return Goods Authorization number and to arrange for transportation. Seller will not pay any transportation costs incurred without its prior written approval.

In no event will Seller be liable, whether in tort, contract or otherwise, for any bodily injury, death, or property damage resulting from or in any way arising out of any Goods or their sale, use, renewal or manufacture. Seller shall not be liable for any costs for removal, shipping or re-installation of the Goods.  
**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES OR EXPENSES.**

No change in any provision in this Limited Warranty may be made without the prior written agreement of an authorized officer of Seller.

**THIS IS THE SELLER'S ONLY WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER. ALL SALES ARE SUBJECT TO AMARILLO'S TERMS AND CONDITIONS OF SALE.**