

ABT BEARING WARRANTY

All bearings sold by ABT Bearing (hereinafter referred to as "ABT") are subject to the following limited warranty (the "Limited Warranty").

ABT warrants that products sold by ABT (the "Product") shall, when properly installed, be free from defects in material and workmanship and should be fit for the ordinary purposes for which such Product is used. ABT's sole obligation for any claim of any kind whatsoever for Product defects under this Limited Warranty and the buyer's sold and exclusive remedy for such claim shall be limited to replacing such Product without charge to the buyer if such Product is found by ABT to be defective, or in ABT's sole discretion, to refunding or crediting the buyer the purchase price paid by the buyer for the product.

ABT's obligations to the buyer hereunder shall be conditioned upon the buyer's notifying ABT in writing of the defect within thirty (30) days of the discovery thereof and upon the bearing: (I) being returned, freight prepaid, to South Elgin, Illinois; (II) being found defective; (III) being found to have been properly mounted, lubricated, loaded and properly used (if installed and/or used); and (IV) being returned within one (1) year from the date of sale to the buyer or if resolved within one (1) year from the date of sale to the end user.

Except warranty of title and for the warranties and indemnities expressly set forth in herein, it is understood and agreed that: (a) ABT makes no other indemnity, representation or warranty either express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose; (b) In no event shall ABT be liable or obligated for special, exemplary, punitive, incidental, direct, indirect, general or consequential damages or any other loss, cost or expense of any kind whatsoever in connection with the Products provided by ABT whether or not such loss or damage is based on contract, warranty, negligence, indemnity strict liability or otherwise including, by way of example only, lost profits or savings, loss of business or loss of use, or any other loss, cost or expenses in connection with the Products and related services, if any, provided by ABT, and this disclaimer shall extend as well to any liability for nonperformance caused by ABT's gross or ordinary negligence, and in all cases regardless of whether or not any of the foregoing were foreseeable or that ABT was advised, as to the possibility of such damages, loss, cost or expense; and (c) No person has been authorized by ABT to make any further or contrary indemnities, representations or warranties on behalf of ABT. The exclusive remedies provided in this Limited Warranty shall not be deemed to have failed of their essential purpose so long as ABT is willing and able to perform to the extent and in the manner prescribed in this Limited Warranty.

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