

## Warranty

Kobelt Manufacturing Co. Ltd. ("Kobelt") warrants the Products and Parts manufactured by Kobelt to be free from defects in workmanship or material and that said products are designed mechanically and functionally to perform to specifications.

This warranty is effective providing:

- The equipment is used within the intended operating conditions and in accordance with Kobelt recommendations
- The equipment is installed according to equipment diagrams, specifications and recommendations which Kobelt has provided

This warranty becomes invalid if the factory supplied serial number has been removed or altered on the product. This warranty does not cover cosmetic damage or damage caused by an act of God, accident, misuse, abuse, negligence or modification of any part of the product. This warranty does not cover damage due to improper operation or maintenance, connection to inappropriate equipment or attempted repair by anyone other than an authorized Kobelt representative.

Upon identification of a potential issue or defect with a Kobelt Product or Part, the Warranty Applicant ("Applicant") must immediately contact Kobelt and describe the issue in writing, by letter, fax, email or other electronic conveyance. Kobelt will then assess the cause of the defect, and determine warranty applicability and appropriate remediation.

If any part is found to be defective, Kobelt will replace said part FOB the Kobelt factory provided that any such defective part is returned by the Buyer with freight and applicable forwarding charges prepaid by the Buyer. Kobelt's sole obligation to the Applicant will be to repair or replace the defective part with same or similar product, to a maximum value of the list price of the product or part. The Kobelt warranty does not cover labour charges, travel or any other associated expenses.

All Products and Parts manufactured by Kobelt, with the exception of brake discs and pads, are subject to a warranty against manufacturer's defects in materials or workmanship for a period of two (2) years from the date of purchase. Brake discs are subject to a one (1) year warranty period, and brake pads and linings are not covered by warranty.

Kobelt will be responsible for all Products or Parts sold by Kobelt but manufactured by 3<sup>rd</sup> party manufacturing companies. However, these products and parts are subject to applicable 3<sup>rd</sup> party warranties, and may not be the same as the Kobelt warranty.