



ZF Off-Highway Solutions Minnesota Inc. LIMITED WARRANTY

ZF Off-Highway Solutions Minnesota Inc. warrants each new product or part thereof supplied by ZF Off-Highway Solutions Minnesota Inc. (a "ZF Product") to be free from defects in material and workmanship under normal use and service for twenty-four (24) months from the date of original delivery by ZF Off-Highway Solutions Minnesota Inc. (the "Warranty Period"), subject to the terms and conditions contained in this limited warranty.

Any ZF Product which ZF Off-Highway Solutions Minnesota Inc. finds to be inoperative or not in compliance with applicable ZF Off-Highway Solutions Minnesota Inc. published specifications for such ZF Product due to a defect in materials or workmanship in normal use during the Warranty Period will be repaired or replaced with an equivalent ZF Product, in ZF Off-Highway Solutions Minnesota Inc.'s sole discretion.

This limited warranty does not extend to:

1. any ZF Products which have been subject to misuse, tampering, mishandling, neglect, accident, modification or improper application, installation or maintenance;
2. any ZF Products which have been repaired or altered outside of the ZF Off-Highway Solutions Minnesota Inc. plant, unless authorized in writing by ZF Off-Highway Solutions Minnesota Inc. or unless such repair or alteration is performed by ZF Off-Highway Solutions Minnesota Inc.; or
3. any charges for labor, travel or installation incurred in the repair or replacement of a ZF Product, or any other work associated with removing and/or returning a ZF Product alleged to be inoperative or not in compliance with applicable ZF Off-Highway Solutions Minnesota Inc. published specifications or installing replacement ZF Off-Highway Solutions Minnesota Inc..

In addition, ZF Off-Highway Solutions Minnesota Inc. is in no way liable for damages to a ZF Product, user's property, property of third parties or any personal injuries that are caused by improper installation or use of ZF Products or other causes not due to the fault or negligence of ZF Off-Highway Solutions Minnesota Inc..

This limited warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of ZF Products shall be governed and construed under the laws of the State of Minnesota. ZF Off-Highway Solutions Minnesota Inc. distributors or resellers have no express or implied authority to bind ZF Off-Highway Solutions Minnesota Inc. to any agreement or warranty of any kind without the express written consent of ZF Off-Highway Solutions Minnesota Inc..

ZF Group

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WARRANTY RETURN POLICY

If you believe you have discovered a defect in a ZF Product during the Warranty Period, then you must make a claim pursuant to the procedures set forth below either during the Warranty Period or within thirty (30) days of the expiration of the Warranty Period. ZF Off-Highway Solutions Minnesota Inc. shall have no obligation to honor any warranty claims made outside of the foregoing time periods.

If you purchased your ZF Product through a distributor, then you must contact that distributor to initiate a warranty claim (and the Warranty Returned Goods Procedure below will NOT apply to you).

If you purchased your ZF Product directly from ZF Off-Highway Solutions Minnesota Inc., or if the distributor you purchased your ZF Product from is no longer in operation, then you must follow the Warranty Returned Goods Procedure set forth below.

WARRANTY RETURNED GOODS PROCEDURE

All warranty returns of ZF Products must be authorized in advance by ZF Off-Highway Solutions Minnesota Inc.. You must obtain a return goods authorization ("RGA") from ZF Off-Highway Solutions Minnesota Inc. for all warranty claims by contacting ZF Off-Highway Solutions Minnesota Inc. at www.mico.com and following the Returned Goods Procedure found under CUSTOMER SERVICE . . . Returns or by contacting your ZF Off-Highway Braking Solutions Customer Service Representative. On receipt of all required information ZF Off-Highway Solutions Minnesota Inc. will issue you an RGA number which must accompany the ZF Product being returned pursuant to the warranty claim.

All ZF Products returned under a warranty claim must be returned freight prepaid.

EVALUATION OF RETURNED GOODS - REMEDIES

If ZF Off-Highway Solutions Minnesota Inc. determines that a ZF Product covered by this limited warranty is defective, or if ZF Off-Highway Solutions Minnesota Inc. otherwise decides to accept your claim, ZF Off-Highway Solutions Minnesota Inc. will, in its sole discretion, repair the defective ZF Product, replace the defective ZF Product with an equivalent ZF Product or, if ZF Off-Highway Solutions Minnesota Inc. determines neither of the foregoing remedies are feasible, refund the amount you paid for the defective ZF Product. This is the only ZF Off-Highway Solutions Minnesota Inc. obligation and the only remedies available to you under this limited warranty.

If your ZF Product is found to be operable or within applicable ZF Off-Highway Solutions Minnesota Inc. published specifications, you have two options:

- (a) The ZF Product can be returned to you, subject to a service charge for inspection, cleaning and routine replacement of all rubber components and any other parts that show wear, plus freight; or
- (b) ZF Off-Highway Solutions Minnesota Inc. can dispose of the returned ZF Product without compensation to you.

ZF Off-Highway Solutions Minnesota Inc. will contact you to obtain your instructions as to the disposition of the returned ZF Products. If you do not respond or do not authorize the return of the ZF Products within thirty (30) days of ZF Off-Highway Solutions Minnesota Inc. attempting to contact you, ZF Off-Highway Solutions Minnesota Inc. may dispose of the returned ZF Product without liability and without compensation to you.



THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT. IN NO EVENT WILL ZF OFF-HIGHWAY SOLUTIONS MINNESOTA INC. BE LIABLE TO YOU OR ANY THIRD PARTIES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE OR OTHER SIMILAR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE REMEDY SET FORTH ABOVE IS THE EXCLUSIVE REMEDY AVAILABLE TO YOU OR THIRD PARTIES, AND IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OF ZF OFF-HIGHWAY SOLUTIONS MINNESOTA INC. FOR DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY DEFECTS IN ZF PRODUCTS, LOSS OF USE, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR FOR ANY OTHER INJURY, DAMAGE OR LOSS, COMMERCIAL OR OTHERWISE, RESULTING FROM SUCH DEFECTS. IN NO EVENT SHALL ZF OFF-HIGHWAY SOLUTIONS MINNESOTA INC.'S LIABILITY HEREUNDER, REGARDLESS OF THE NATURE OR CAUSE OF THE LOSS OR DAMAGE OR WHETHER ZF OFF-HIGHWAY SOLUTIONS MINNESOTA INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEED THE VALUE OF THE ZF PRODUCT WHICH IS CLAIMED TO HAVE BEEN DEFECTIVE.

