

Wenthe-Davidson

ENGINEERING CO.

Exclusive Limited Warranty

We warrant our products to be free from defects in material and workmanship [for a period of six (6) months from the date of sale/delivery] but our sole obligation under this warranty is replacement of the product if shown to our satisfaction pursuant to our policy on returned goods described below to have been defective at the time we sold it.

Return Policy

This document describes our policy regarding the returning of suspect/defective product from a customer. The policy includes the return authorization, investigation, disposition, and initiation of corrective action.

When Wenthe-Davidson receives notification from a customer that they have a product that is suspect, known defective, excess, or wrong part number (This notification may come in the form of a fax, phone call, or e-mail.), our Quality Assurance Manager shall be notified.

The Quality Assurance Manager will determine if return authorization is valid. He/She will review the following:

- Valid part number – Is this a Wenthe-Davidson product?
- Is the complaint description sufficient to determine that there is a problem, and that the problem could potentially be a result of a Wenthe-Davidson process failure and/or shipping error?
- Is there product in Wenthe-Davidson facility that could exhibit same problem? If so, we will investigate this product. The suspect product will be placed on “Hold” to prevent shipment, if appropriate.

If we determine, in our sole discretion, the complaint is valid, a Return Material Authorization Number is issued. The RMA will identify the product, complaint reason, quantity affected and customer information.

Communication to the customer for returning product will include the preferred freight methods and rates. The RMA will also request that documentation with shipment include RMA number reference. Customer is requested to supply the applicable PO number, Sales Order number, and any other shipment-related information that might help in the investigation or Corrective Action response.

Subject to Wenthe-Davidson’s Exclusive Limited Warranty, we will determine the appropriate disposition of the returned parts and communicate with the Customer to understand their

requirements and determine the best and mutually agreeable option for all concerned parties involved, particularly when time is critical to the customer.

A price check is to be performed to verify if customer debits/credits are appropriate to the original price of the affected parts. If there is a conflict, this is to be resolved prior to shipment of reworked or replacement parts as appropriate.

Wenthe-Davidson will accept responsibility for the cost/replacement of the original supplied parts or the costs incurred for sorting/rework by the customer at Wenthe-Davidson's discretion. A mutually agreeable plan for rework, replacement or credit of defective parts is our goal, to help minimize time and cost factors.

THIS EXCLUSIVE LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON OUR PART; UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH USE, OR INABILITY TO USE, OUR PRODUCT, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST OR IMPUTED PROFITS OR ROYALTIES, BUSINESS INTERRUPTION, DOWN TIME, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LEGAL FEES OR FOR ANY CLAIM AGAINST YOU BY ANY OTHER PARTY, OR OTHER PECUNIARY LOSS. WE WILL NOT BE LIABLE TO YOU WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. YOU HEREBY WAIVE ANY CLAIMS THAT THESE EXCLUSIONS SUBSTANTIALLY LIMIT REMEDIES WHICH MIGHT OTHERWISE BE AVAILABLE TO YOU. WE ARE NOT RESPONSIBLE FOR ANY LOSS CAUSED BY DEFECTIVE SPECIFICATIONS WHICH HAVE BEEN PROVIDED TO US BY YOU OR ANY THIRD PARTY.

Frederick M. Anderson
President/CEO