



SW-MOTEC USA | 1910 NW 23rd Place | Portland, OR 97210 | USA

SPECIAL LIMITED WARRANTY AND DISCLAIMER

Thank you for purchasing an SW-MOTEC Product. We take pride in our line of SW-MOTEC accessories and parts.

SW-MOTEC USA LP ("SW-MOTEC") extends the following limited warranty to the original user ("Customer") of SW-MOTEC products ("Products") to the extent that the Products shall, when delivered, substantially comply with the Product's written descriptions provided by SW-MOTEC and not show material defects for 2 years after the Product has been delivered directly from SW-MOTEC USA or from one of our authorized dealers.

EXCEPT AS SET FORTH ABOVE, SW-MOTEC MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS OR WORKMANSHIP THEREOF. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON SW-MOTEC'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. EXCEPT AS OTHERWISE AGREED HEREIN, NEITHER SW-MOTEC OR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR PRODUCTS, LOSS OF PROFIT OR REVENUE, OF CAPITAL, OR CLAIMS RESULTING FROM CONTRACTS AND/OR AGREEMENTS BETWEEN CUSTOMER, ITS CUSTOMERS AND/OR SUPPLIERS. WITHOUT LIMITING THE FOREGOING, SW-MOTEC'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

Any claim regarding any defect or inconformity under this warranty which a casual inspection would disclose must be made in writing to SW-MOTEC USA LP at 1910 NW 23rd Place, Portland, OR 97210, or info@sw-motech.us within five (5) days of the delivery. All other claims under this warranty must be made in writing within five (5) days after Discovery of the claimed defect. All claims for warranties shall be made with a copy of the receipt showing the date of purchase and documentation about proper maintenance and shall be subject to SW-MOTEC's reasonable determination that the Product did not meet the warranty granted hereunder and shall be fully satisfied and discharged by, at SW-MOTEC's discretion, either; (i) repairing the defective Products in conformity with the contract specifications



within a reasonable period of time upon receipt of any defective Products by SW-MOTECH; or (ii) delivering a like quantity of the Products substantially meeting the contract specifications upon receipt of any defective Products by SW-MOTECH. Shipping costs in connection with shipment of defective Products shall be paid or reimbursed by SW-MOTECH, if SW-MOTECH determines the item is warrantable, SW-MOTECH pays to ship replacement or repaired item to Purchaser and reimburse Purchaser for shipping Product to SW-MOTECH USA at lowest shipping cost.

SW-MOTECH shall not be liable for, and the warranty does not cover, any claims resulting from transport, negligence, abuse, unauthorized modification of the Products, improper or faulty use outside of the envisioned environment including improper or unauthorized operation or repair of the Product, handling or improper Product application or storage causing defects, including but not limited to, damage caused by falls, accidents or normal wear and tear, inadequate care or maintenance, faulty installation or handling, misappropriation, use of acidic or abrasive cleaning materials, corrosion due to damaged surfaces/coatings, or failure to comply with SW-MOTECH's written operating and installation instructions.

SW-MOTECH shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fires, floods, earthquakes, storms or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, epidemics or pandemics, nationalization, government sanction, embargo, labor disputes, strikes, lockout or interruption or failure of electricity or telephone service.

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. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.