

NetGain Motors, Inc.

800 South State Street / Suite 4 / Lockport, IL 60441 / 630-243-9100 / 630-685-4054 (FAX)

HyPer Motor & HyPer-Drive Warranty

Limited Warranty:

The following exclusions, clarifications and limitations to the General Terms and Conditions of Sales and Warranty attached below have been agreed to for the purpose of this Agreement:

Dana TM4 Italia (Company), warrants that new Products sold by it are merchantable and free of defects in material and workmanship at the time that they are shipped from the company's factories.

NEW PRODUCT WARRANTY extends for a period of six months or 2000 hours of equipment operation, whichever occurs first. However, warranty coverage will not exceed a period of two years from the date the Product was shipped from the company's factory. Proof of equipment installation date and equipment hour-meter reading must be provided on request.

The company makes no warranty with respect to RE-MANUFACTURED MOTORS other than the warranty of merchantability and free of defects in material and workmanship at the time of shipment stated above. All implied warranties of merchantability and all express and implied warranties of any other kind are hereby excluded.

The company will repair or, at its option, replace any part of any Product sold by it that fails to conform to the warranty stated above, provided the Principal (factory) is contacted by the Distributor for a Repair Authorization Number (RA#) and such part is returned to the company's factory or to a factory authorized service station, transportation charges prepaid, within the warranty period specified above:

The warranties contained therein shall not apply to or include any of the following and the company shall have no liability with respect to:

1. Repair or replacement required as a result of: (A) accident; (B) misuse or neglect; (C) lack of reasonable and proper maintenance; (D) operation in excess of recommended capacities; (E) repairs improperly performed or replacements improperly installed; (F) use of replacement parts or accessories not conforming to Principal's specifications which adversely affect performance or durability; (G) alterations or modifications not recommended or approved in writing by Principal and (H) wear and deterioration of motor appearance due to normal use or exposure.
2. Normal replacement of consumable service items, such as fuses, brushes and brush springs.
3. Motors in equipment whose ownership has been transferred from the first purchaser for use to another.

Liabilities:

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LIMITATION OF LIABILITY

The company's liability, whether in contract or in tort or under any other legal theory, arising out of warranties, representations, instruction or warnings (or any lack or inadequacy thereof), deficiencies, failures or defects of any kind or from any cause shall be limited exclusively to repairing or replacing parts (during normal business hours) under the provisions stated above.

All liability for damages, including, but not limited to, those expenses, or injury to business credit, property, people, reputation or financial standing is hereby excluded.