



TWIN DISC, INCORPORATED Limited Warranty

LIMITATIONS OF REMEDIES AND LIMITATION OF OTHER WARRANTIES

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Index No.

TDWP-10098
January 1, 2023

Title

**Supplementary Warranty Terms for GENERAL COMMERCIAL MARINE TRANSMISSION,
SURFACE DRIVE, ELECTRONIC CONTROL SYSTEMS, AND BOW THRUSTERS**

- A. Twin Disc, Incorporated warrants all assembled products and parts, (except component products or parts on which written warranties issued by the respective manufacturers thereof are furnished to the original customer, as to which Twin Disc, Incorporated makes no warranty and assumes no liability) against defective materials or workmanship *for a period of twenty-four (24) months from the date of shipment by Twin Disc, Incorporated to original customer, but not to exceed twelve (12) months of service, whichever occurs first.*

This is the only warranty made by Twin Disc, Incorporated and is in lieu of any and all other warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose and no other warranties are implied or intended to be given by Twin Disc, Incorporated.

The original customer does not rely upon any tests or inspections by Twin Disc, Incorporated or on Twin Disc, Incorporated's application engineering. Twin Disc, Incorporated is not responsible for any specific application, installation or performance standard. Any analysis program by Twin Disc, Incorporated based upon customer supplied information is done solely as an accommodation to the customer and is not to be interpreted or construed as an approval for specific application or installation or a guarantee of performance.

- B. **The exclusive remedy provided by Twin Disc, Incorporated whether arising out of warranty within the applicable warranty period as specified, or otherwise (including tort liability), shall at the sole option of Twin Disc, Incorporated be either the repair or replacement of any Twin Disc, Incorporated part or product found by Twin Disc, Incorporated to be defective and the labor to perform that work and to remove and reinstall (or equivalent credit). In this context, labor is defined as the flat rate labor hours established by Twin Disc, Incorporated in the published Twin Disc Flat Rate Schedule, required to remove, disassemble, inspect, repair, reassemble, reinstall and test the Twin Disc, Incorporated product only. Authorized reasonable travel and living expenses will be considered for payment on all Commercial Marine Products except on Electronic Control Systems. . Under no circumstances, including a failure of the exclusive remedy, shall Twin Disc, Incorporated be liable for economic loss, consequential, incidental or punitive damages.**

The above warranty and remedy are subject to the following terms and conditions:

1. Complete parts or products upon request must be returned transportation prepaid and also the claims submitted to Twin Disc, Incorporated within sixty (60) days after completion of the in warranty repair.
 2. The warranty is void if, in the opinion of Twin Disc, Incorporated, the failure of the part or product resulted from abuse, neglect, improper maintenance or accident.
 3. The warranty is void if any modifications are made to any product or part without the prior written consent of Twin Disc, Incorporated.
 4. The warranty is void unless the product or part is properly transported, stored and cared for from the date of shipment to the date placed in service.
 5. The warranty is void unless the product or part is properly installed and maintained within the rated capacity of the product or part with installations properly engineered and in accordance with the practices, methods and instructions approved or provided by Twin Disc, Incorporated.
 6. The warranty is void unless all required replacement parts or products are of Twin Disc origin or equal, and otherwise identical with components of the original equipment. Replacement parts or products not of Twin Disc origin are not warranted by Twin Disc, Incorporated.
- C. As consideration for this warranty, the original customer and subsequent purchaser agree to indemnify and hold Twin Disc, Incorporated harmless from and against all and any loss, liability, damages or expenses for injury to persons or property, including without limitation, the original customer's and subsequent purchaser's employees and property, due to their acts or omissions or the acts or omissions of their agents, and employees in the installation, transportation, maintenance, use and operation of said equipment.
- D. Only a Twin Disc, Incorporated authorized factory representative shall have authority to assume any cost or expense in the service, repair or replacement of any part or product within the warranty period, except when such cost or expense is authorized in advance in writing by Twin Disc, Incorporated.
- E. Twin Disc, Incorporated reserves the right to improve the product through changes in design or materials without being obligated to incorporate such changes in products of prior manufacture. The original customer and subsequent purchasers will not use any such changes as evidence of insufficiency or inadequacy of prior designs or materials.
- F. If failure occurs within the warranty period, and constitutes a breach of warranty, repair or replacement parts will be furnished on a no charge basis and these parts will be covered by the remainder of the unexpired warranty which remains in effect on the complete unit.