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It is agreed that in general each service adjustment will be handled on an individual basis with each claim being disposed of in accordance with the following procedures, both for complete units and parts.

- 1. All claims for service adjustment concerning Twin Disc, Incorporated equipment as installed in equipment manufactured by Original Equipment Manufacturing customers may be directed to the appropriate department of the Original Equipment Manufacturer for disposition, or may be referred to Twin Disc, Incorporated Distributors or Service Stations for processing. Twin Disc, Incorporated will be the sole judge of the validity of all claims, and distributors or service stations may not make final judgment on warranty. Claims for service adjustment will not be processed through the Twin Disc, Incorporated Distributor or Service Station unless the Twin Disc, Incorporated Distributor or Service Station performs the function of Warranty repair and/or supplying the Twin Disc replacement parts.
- 2. The manufacturer of the original equipment shall make disposition of all their dealer and customer claims, and may make subsequent claims on Twin Disc, Incorporated in the event the claim appears to be justified by reason of the nature of the failure, the length of the service rendered or the quality of the workmanship or material supplied by Twin Disc, Incorporated. Such action on the part of the Original Equipment Manufacturer will be based on the Limited Twin Disc, Incorporated Warranty currently in effect.
- 3. A Twin Disc, Incorporated Distributor can handle a claim for the Original Equipment Manufacturer if the Twin Disc, Incorporated Distributor performs the repair, and supplies the parts. The Distributor will request from the Original Equipment Manufacturer or end user, and must receive a purchase order to cover all parts and labor to complete the rebuild of the failed unit. The Twin Disc, Incorporated Distributor will file claim in the proper form with Twin Disc, Incorporated within sixty (60) days after the completion of the in warranty repair. Proper claim and all failed parts if requested, will be forwarded to Twin Disc, Incorporated as designated in advance by the Twin Disc, Incorporated Warranty Administration. RETURNS MUST HAVE A RETURN MATERIAL AUTHORIZATION NUMBER.
- 4. In the event a claim is made on Twin Disc, Incorporated, if requested, all parts with full written details, will be shipped to Twin Disc, Incorporated for inspection and consideration. The recommended disposition of the claim as made by the Twin Disc, Incorporated Distributor or Original Equipment Manufacturer shall accompany the claim and request for credit.
- 5. Settlement of claims by Twin Disc, Incorporated shall be made by:
 - 1. Acceptance of claim and issue of credit to the Twin Disc, Incorporated Distributor or Original Equipment Manufacturer, or
 - 2. Acceptance of claim and repairing or replacing the defective part, unit, or
 - 3. Refusal of claim by Twin Disc, Incorporated in writing.
- 6. Credit allowance by Twin Disc, Incorporated will be made as follows:
 - 1. Where complete Twin Disc, Incorporated units have been destroyed due to the defective in materials or workmanship on the part of Twin Disc, Incorporated, full credit will be allowed the Original Equipment Manufacturer or the Twin Disc, Incorporated Distributor in the amount of the price of the replacement unit paid by him, or the unit will be replaced, at Twin Disc, Incorporated option.
 - 2. Where component parts only have failed and the Twin Disc, Incorporated Product Service Department concurs with the Twin Disc, Incorporated Distributor or Original Equipment Manufacturer in allowing credit, this credit will be based on the invoice price paid by the Original Equipment Manufacturer, or Twin Disc, Incorporated Distributor, at the time of the reported in warranty repair when purchasing the same components as service parts.
- 7. Claims on Twin Disc, Incorporated emanating from export sources shall be accompanied by detailed reports of the failure and other data. Parts need not be returned unless specifically requested by Twin Disc, Incorporated. However, photographs of the failed parts must accompany the report and request for adjustment. The failed parts are to be held until the claim has been decided by Twin Disc, Incorporated. The Original Equipment Manufacturer will submit copies of all credits extended to their foreign dealer or customer to substantiate claims on Twin Disc, Incorporated.
- 8. Claims against Twin Disc, Incorporated products purchased from Twin Disc, Incorporated, will be submitted as follows: Original to Twin Disc, Incorporated, Attention Product Service Department, Warranty Administration.

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- 9. Twin Disc, Incorporated will endeavor to provide the service of competent personnel to investigate and assist with the correction of all difficulties which may be experienced with Twin Disc, Incorporated complete assemblies or parts as installed at the plant of the Original Equipment Manufacturer.
 - 1. Upon request, based on the above:
 - 2. Twin Disc, Incorporated will consider absorbing the expense of Twin Disc, Incorporated personnel in extending this service, consistent with the usual practices of reputable suppliers of equipment of the type which Twin Disc, Incorporated manufacturers.
 - 3. As is the established practice, the Original Equipment Manufacturer will be expected to cooperate in furnishing requested information and shop labor in the case of removing and reinstalling units or parts where above difficulties are experienced and will absorb the costs covering this labor.
- 10. Twin Disc, Incorporated will endeavor to make available the services of competent personnel to assist in the investigation where definite problems develop involving Twin Disc, Incorporated equipment in the field.
 - 1. Under such circumstances the representative of the Original Equipment Manufacturer should work in cooperation with the Twin Disc, Incorporated representatives, since condition of installation may develop which requires the attention of a representative of the Original Equipment Manufacturer.
 - 2. Twin Disc, Incorporated will consider absorbing costs involved in furnishing its personnel for field service of this nature and the Original Equipment Manufacturer will similarly absorb their own field service costs involved.
 - 3. Twin Disc, Incorporated's liability regarding the Correction of difficulties which may be experienced in the field is limited to adjustment as specifically stated in the Twin Disc, Incorporated Limited Warranty that applies. Contingent charges involved in dismantling the complete equipment to make accessible the Twin Disc, Incorporated assembly for repair or adjustment may be considered by Twin Disc, Incorporated.
- 11.It is the responsibility of the Original Equipment Manufacturer to furnish his customers with information relative to maintenance and operation procedure covering Twin Disc, Incorporated units, which are part of their complete assemblies. All inquiries for field service considered by the Original Equipment Manufacturer to be essential to the continued satisfactory operation of units in the field must be submitted direct to the Product Service Department at Racine, Wisconsin, USA, or to one of the company's field offices. Twin Disc, Incorporated requests that a purchase order be issued covering all such requests to facilitate accounting procedures pertaining to the final settlement of any claim.
- 12. Twin Disc, Incorporated Distributors are expected to provide the availability of all Twin Disc service parts domestically, and in certain foreign operations.
 - 1. These distributors may extend service in the field without request by Twin Disc, Incorporated. However, where the service of the Twin Disc, Incorporated Distributor are requested, either by the Original Equipment Manufacturer, or by the operators of the equipment in the field, Twin Disc, Incorporated does not assume any responsibility for the payment of charges involved.
 - 2. Upon request, Twin Disc, Incorporated may authorize the Twin Disc, Incorporated Distributor to return to the factory at Racine, Wisconsin, USA, parts or complete assemblies for inspection and adjustment of customer claims covering defective material or workmanship on a basis consistent with the established Twin Disc, Incorporated Limited Warranty.
 - 3. Twin Disc, Incorporated may authorize the Twin Disc, Incorporated Distributor to investigate difficulties in the field which may be experienced within the warranty period. In such cases, Twin Disc, Incorporated will assume payment of charges for the Twin Disc, Incorporated Distributors activity in accordance with final settlement of the claims.
- 13.As a matter of service policy, Twin Disc, Incorporated will not stock any special units manufactured for individual customers, or any of the special parts involved in these units, at any of its Distributors.
- 14. In the event of any unusual unit failure requiring engineering study, a complete unit may be returned to Twin Disc, Incorporated at the request of the Original Equipment Manufacturer or of Twin Disc, Incorporated. Repair of the unit will be handled as a separate transaction.
- 15. Twin Disc, Incorporated will not be liable for any cost or expense other than those outlined in this Service Policy and in the applicable Twin Disc, Incorporated Limited Warranty.