

Wind Power House Inc. Warranty Policy & Procedures



Wind Power House Inc. warrants all products manufactured by it to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the specifications for operation as described in the Data Sheet which accompanies such products, for the periods as specified below:

A. All products, excluding power units and power packs, piston equipment, electronics, servo and proportional valves, and repaired/exchanged products: eighteen (18) months **after delivery date** or twelve (12) months after the equipment is placed in service, whichever occurs first.

B. Power units and power packs, piston equipment with prior technical application approval, electronics, servo and proportional valves and all repaired/exchanged products: twelve (12) months after the equipment is placed in service, whichever occurs first.

C. Seals and sealing materials: six (6) months after delivery date.

D. Vendor supplied items: per original manufacturer's warranty policy.

E. Hydraulic cylinders: NFPA, tie rod and welded type: twelve (12) months after delivery date.

Limitations on Warranty

THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Buyer's sole and exclusive remedy under this warranty shall be limited to the repair or exchange of warranted products, at Wind Power House's option, FOB Wind Power House's factory.

If the Buyer (as that term is hereinafter defined) or Agent grants to an end-user any warranty which is greater in scope, time period or labour allowance than the warranty stated herein, Wind Power House shall not be liable beyond this stated warranty except as provided in Paragraph D above. The term "Buyer" as used herein means the person or firm that purchased the product directly from Wind Power House, and includes direct OEM customers and Wind Power House sub-distributors.

Special, incidental, consequential or other damages are expressly excluded. In no event shall Wind Power House be liable for consequential damages or contingent liabilities including, but not limited to, loss of life, personal injury, loss of crops, loss of business income, downtime costs and trade or other commercial loss arising out of the failure of the product. Wind Power House shall in no event be liable for any sum in excess of the price received by it for the product for which liability is claimed or associated.

No products shall be returned without prior authorization from Wind Power House. Buyer shall prepay all

transportation charges for the return of such products to Wind Power House's factory. Wind Power House will not accept any charges for labor and/or parts incidental to the removal and remounting of products repaired or replaced under this warranty.

The foregoing warranty does not cover conditions over which Wind Power House has no control, including, without limitation, contamination, pressures in excess of recommended maximum, products damaged or subjected to voltage, humidity, or temperature outside of specified range, accident, abuse or misuse after shipment from Wind Power House's facility, products altered, disassembled or repaired by anyone other than Wind Power House personnel, or persons so designated in writing by Wind Power House Service Department prior to the commencement of said work.

Types of failures which are not attributable to defects in materials and/or workmanship and which are not considered by Wind Power House to be part of its warranty include, but are not limited to the following:

- Damages due to deterioration during periods of storage by the Buyer or Agent prior to installation and operation;
- Damage of any kind from erosive or corrosive action of any gasses or liquids handled by the machinery;
- Lack of, or incorrect type of hydraulic fluid;
- Contamination of hydraulic fluid;
- Use of hydraulic fluids lacking adequate lubrication properties;
- Damage attributable to accident, abuse, or neglect;
- Stripped splines or keyways on drive shaft;
- Incorrect mounting of external gears, pulleys, etc.;
- Operating beyond the recommended maximum speeds, pressure, temperatures, voltage, or humidity;
- Use of the product in a manner or purpose for which it was not designed or intended by Wind Power House;
- Misalignment, mis-wiring, high vibration;
- Ordinary wear and tear.

Whenever possible, each provision of the foregoing warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

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Warranty Processing Procedures

- 1.0 All products to be submitted for warranty consideration must be shipped prepaid to Wind Power House.
- 2.0 All products returned to Wind Power House must be forwarded by the Buyer.
- 3.0 A Return Goods Authorization ("RGA") number must be obtained from Wind Power House's Service Department (Hydraulics or Electronics) prior to any products being returned for warranty consideration.
- 4.0 Products submitted for warranty consideration by third parties will be accepted as long as a purchase order and RGA number are generated by the Buyer or Agent.
- 5.0 Products repaired under warranty may be "drop shipped" to third parties if requested by the Buyer or Agent. The invoice (if applicable) and inspection report will be sent to such Buyer or Agent.
- 6.0 Products returned for warranty consideration which are found to be defective in material or workmanship and which are within the stated warranty period will be repaired and tested (if applicable) at no charge.
 - 6.1 Repairs performed under warranty will be warranted against further defects in material or workmanship for the balance of the original warranty time remaining on the product, or for six (6) months after the repaired unit is placed in service, whichever period is longer.
 - 6.2 Wind Power House or its authorized factory service center will pay return freight only on products repaired under warranty.
- 7.0 If the damage to the product is beyond economical repair and the cause of the failure is attributable to faulty materials or workmanship, Wind Power House may elect to scrap the returned product and supply a new replacement unit. Alternatively, a credit may be issued in an amount equal to the original purchase price of the scrapped unit.
- 8.0 If a product is returned for warranty consideration and denied warranty coverage for any reason, the Buyer or Agent will be charged for the inspection even though the product is still within the warranty time period.
 - 8.1 Products denied warranty repair will, at the Buyer's or Agent's request, be repaired on a time and materials basis.
 - 8.2 Repairs made on such units will be warranted as specified in Section C.
 - 8.3 The Buyer or Agent is responsible for freight both ways when warranty repair is denied.
- 9.0 If a product returned to Wind Power House for warranty consideration is found not to be defective in materials and workmanship, and is found to be in good working order, the Buyer or Agent will be charged for the inspection and testing (if applicable) even though the product is still within the warranty time period.
 - 9.1 The Buyer or Agent is responsible for the freight both ways and for the cost of any gaskets and seals that may need to be replaced following the examination.
 - 9.2 Such products will only be warranted for the balance of their original warranty time period.
- 10.0 Upon inspection and/or repair of any given product, an Inspection Report will be completed by Wind Power House. This document will briefly report the condition of the product and a diagnosis of the failure or malfunction. One copy will be forwarded to the Buyer or Agent. Exchanges are not applicable.
- 11.0 All repaired and rebuilt products will be tested when applicable.
- 12.0 Products returned for warranty consideration should not contain the user's fittings, couplings, hoses, etc. Wind Power House does not assume responsibility for the return of such fittings, couplings, hoses, etc.
- 13.0 Damages or losses occurring during shipping and handling of Wind Power House products shall be the responsibility of the Buyer or Agent.