Gleason Industrial Products, Inc.

WARRANTY STATEMENT

Items manufactured by the seller are warranted free from defects in material and workmanship. Seller represents that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Seller makes no warranties of fitness for particular purpose. Buyer undertakes the complete and entire responsibility for performing tests and ascertaining whether the purchased goods meet the requirements of, or are suitable for the buyer's intended use. Seller's liability under this warranty is limited, at seller's option to the purchase price or replacement of items accepted as defective by seller. Prior written approval must be obtained from the seller before any item may be returned for evaluation of defect. Seller will not be liable for incidental or consequential damages resulting from use of the products or arising out of any defects in materials and/or workmanship. No claims for adjustment under this warranty will be accepted after sixty (60) days following shipment of items. No credit, claim, or adjustment will be allowed on items which have been cut, processed, used or converted in any manner. Any claims of shortage must be made in writing within fourteen (14) days. Any damaged shipment claims must be made immediately against the delivering carrier. Damaged package to be retained for delivering carrier inspection.

Not withstanding the foregoing, seller shall not be liable for any damages if it is unable to carry out any of its obligations due to circumstances beyond its control, including, without limitation. casualty, accident, strike, lockout, labor disturbances, boycott, embargo, lack of shipping facilities, mechanical breakdown, delay or inability to obtain supplies, labor, raw materials or energy through its usual and regular sources, fires, floods, earthquake, adverse climatic conditions, military conflicts, government requests, Acts of God, war and other hostilities or any similar circumstances.

If the customer shall file or have filed against it any bankruptcy or insolvency proceeding, seller shall, in addition to any of its other rights and remedies as a result thereof, have the right to defer in whole or in part any of the undelivered goods covered hereby until such proceeding is dismissed.

No waiver, alteration or modification of any of the provisions hereof shall be binding on the seller unless in writing and signed by an authorized representative of the seller.