

Zephir Warranty

1. Zephir warrants that under normal use and service; each item of MACHINERY will be free from defects in material and workmanship for a period of:

- LOK Product Line – Twelve (12) months from the date specified for commencement in Section C.1 below, or (ii) 2,000 hours of operation, whichever first occurs (“LOK Warranty Period”).
- CRAB Product Line – Twenty-four (24) months from the date specified for commencement in Section C.1 below, or (ii) 1,500 hours of operation, whichever first occurs (“CRAB Warranty Period” and together with LOK Warranty Period each a “Warranty Period”).

CUSTOMER must complete and deliver to a Warranty Registration Form corresponding to each item sold by Zephir within 10 days of delivery to the CUSTOMER. Failure to promptly provide this form may invalidate any warranty expressed herein. The warranty on a PART, component, or assemblies installed to correct a warrantable defect shall be limited to the duration of the unexpired applicable Warranty Period.

2. Zephir warrants that each new PART for MACHINERY purchased from Zephir that is not supplied pursuant to the warranty set forth in paragraph 1 above will be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery to the CUSTOMER (“Parts Warranty Period”).
3. Any warranty claim must be promptly presented to Zephir within the applicable Warranty Period. Zephir’s sole obligation under this warranty, and the exclusive remedy for the breach thereof, shall be limited to Zephir’s correction of any defect in material or workmanship by, at Zephir’s sole option, (a) providing repair or replacement parts for MACHINERY EXW Zephir’s dock, Modena, Italy (Incoterms 2020), or (b) repairing any defective parts; provided, however, that Zephir shall be provided with free and safe working access to said defective parts. In no event, however, is Zephir’s obligation to exceed the replacement cost of the defective PART(s) EXW Zephir’s dock, Modena, Italy (Incoterms 2020).
4. Zephir shall have the option of requiring the return of any allegedly defective PART, including accessory items not manufactured by Zephir, transportation charges prepaid, before recognizing any claim. Zephir may return said items to their manufacturers for inspection and determination of cause of failure and credit, if applicable before warranty consideration.

5. Except for the warranty set forth in section 1 above, Zephir makes no warranty whatsoever with respect to the machinery, including any (A) warranty of merchantability: (B) warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.
6. In no event shall Zephir be liable to any customer or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, relating to, and/or in connection with the machinery or any breach of this warranty, regardless of (A) whether such damages were foreseeable, (B) whether or not Zephir was advised of the possibility of such damages and (C) the legal or equitable theory (contract, negligence, strict liability, or otherwise) upon which the claim is based.

ITEMS NOT COVERED BY WARRANTY POLICY

1. **Secondary Warranty:** This warranty shall not apply to component parts or accessories of products not manufactured by Zephir and which carry the warranty of the manufacturer thereof.
2. **Replacement of Assemblies:** Zephir has the option to repair or replace any failed PART or assembly. It is the Zephir policy to refuse claims for the replacement of a complete component that is field repairable by replacement or repair of the defective PART or parts within the component. Any component that is not field repairable should not be disassembled without written approval from the Zephir Service Department. Please contact Zephir Service Department before proceeding.
3. **Normal Maintenance Services:** Maintenance services are excluded from warranty claims. These services include such things as fuel system cleaning, wheel adjustment and alignment, engine tune up, brake inspection and adjustment, linkage adjustment or inspection or other adjustments made necessary by use, such as tightening of hydraulic fittings, hoses, nuts and capscrews. Adding or replacing service fluids and filters, belts, lightbulbs, etc.
4. **Transportation Damage:** Any damage or loss caused by carrier handling is a transportation claim and must be taken up with the carrier.
5. **Deterioration:** Repairs or reconditioning required as a result of age or weathering are not covered by the warranty.
6. **Towing Or Hauling: Towing or hauling charges or damages resulting from towing or hauling are not covered by the warranty.**
7. **Secondary Damages:** Should the owner or operator continue to operate the machine after a defect has been noted, Zephir will not be responsible under the warranty for resultant damage to other parts due to that continued operation.

8. **Emergency Parts Orders:** Emergency parts handling charges, minimum parts billing charges and freight charges will not be reimbursed.
9. **Field Installation:** Proper installation of options and kits is the responsibility of the customer performing the work. Zephir accepts no warranty or responsibility for improper or unauthorized installations.
10. **Field Modifications:** Only approved modifications may be made to machines or attachments to machines produced by Zephir. Written approval must be obtained from Zephir, prior to the modification being made.
11. **Component parts or accessories:** not manufactured by Zephir and which carry the warranty of the manufacturer thereof, (manufacturer's warranty coverage may be extended at the discretion of Zephir but not to exceed the standard applicable Warranty Period.) including (but not limited to):
 - Engine & engine accessories: manufacturer provided 2yr or 2000hr. of service
 - Transmission: manufacturer provided 1yr or 2000hr. of service
 - Rail Axle: manufacturer provided 1yr or 2000 hr. from date of purchase.
 - Transfer Case: manufacturer provided 1yr or 1500 hr.
12. **Battery:** Please refer to the Enersys Italy Terms and Conditions of Sale:
 - * Perfect Plus batteries: 24 months or a cumulated Ah of 320 times the nominal capacity
 - * NexSys TPPL batteries: 24 months or a cumulated Ah of 320 times the nominal capacity
 - * Chargers: 24 months
 - * Coverage: the warranty covers manufacturing defects and malfunctions due to original faults in the products
 - * Exclusions: damages caused by improper use, maintenance not in accordance with the manufacturer's instructions, tampering, or accidental events are not covered by the warranty
13. **General exclusion:** Any machine, which has in Zephir's judgement, been subjected to misuse, negligence, loading beyond its normal capacity, alteration, accident or lack of regular maintenance service so as in any way to affect adversely its performance and reliability, will not be covered by warranty. Our obligation under this Warranty shall not include any liability for direct, indirect or consequential damage or delay.