

MAMMOTH SPECIAL BEARINGS WARRANTY

All Mammoth Special Bearings products are warranted against defects in materials and workmanship for one year from date of sale.

Mammoth Special Bearings warranty is expressly limited to our direct customers, and may not be assigned or transferred.

This warranty does not cover normal wear or discoloration on finishes, or any product which has been improperly installed, abused, misused, worn out, altered, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding its use, nor does it cover corrosion related damage, except where corrosion resistant materials are specified.

THIS WARRANTY IS EXCLUSIVE.

MAMMOTH SPECIAL BEARINGS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. No agent, employee or representative of Mammoth Special Bearings has any authority to bind Mammoth Special Bearings to any affirmation, representation, or warranty concerning Mammoth Special Bearings products or parts, except stated herein.

If any product manufactured by Mammoth Special Bearings is found to be defective by Mammoth Special Bearings, in its sole judgment, Mammoth Special Bearings will, at its option, either repair or replace such defective product. Mammoth Special Bearings liability is limited only to the replacement value of the hardware. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCTS MANUFACTURED AND SOLD BY MAMMOTH SPECIAL BEARINGS OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, MAMMOTH SPECIAL BEARINGS NEGLIGENCE. MAMMOTH SPECIAL BEARINGS SHALL NOT IN ANY EVENT BE LIABLE TO ANY BUYER FOR CONSEQUENTIAL, OR INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LABOR WHICH MAY BE REQUIRED FOR THE REPLACEMENT OF SAID PRODUCT, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON.

The purpose of this exclusive remedy shall be to provide the customer, or Mammoth Special Bearings Authorized Distributor, with replacement of products, or parts, manufactured by Mammoth Special Bearings found to be defective in materials or workmanship, or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Mammoth Special Bearings is willing and able to repair or replace said defective products or parts in the prescribed manner.

MAMMOTH SPECIAL BEARINGS TERMS AND CONDITIONS OF SALE

TERMS

Nett 30 days from EOM on all purchases excluding tooling. Tooling invoice terms are 7 days from approval of samples.

FREIGHT

F.O.B. Factory unless otherwise stated.

F.I.S. By written agreement.

CONDITIONS

Initial orders, and all subsequent orders placed before credit is established with Mammoth Special Bearings, will be on a cash-in-advance or C.O.D basis. Cash-in-advance orders will be entered by Mammoth Special Bearings upon the receipt of the order and payment. Pricing is determined at time of shipment

RETURNED GOODS

Authorisation from our Sales Department is required in advance for all goods to be returned to Mammoth Special Bearings. Authorisation will be granted in all cases of defective product or incorrect shipments due to an error on Mammoth Special Bearings part.

Freight on all return goods must be prepaid to our warehouse and returns must be received within 30 days of date of authorization.