

STANDARD WARRANTY FOR TECO-WESTINGHOUSE STOCK MOTORS

All TECO–Westinghouse brand stock motors sold by TECO–Westinghouse Motors (Canada) Inc. are warranted to be free of defects in material and workmanship for a period of 36 months from the date of sale (Advantage Plus 5 Year Warranty - IEEE 841 only).

This warranty is conditioned upon the installation, operation, and maintenance of the motors in accordance with TECO–Westinghouse Motors (Canada) Inc. recommendations or standard industry practice and the motors have at all times been operating or used under normal operating conditions for which they were designed.

TECO–Westinghouse Motors (Canada) Inc. shall, at its sole option and expense, either repair or replace, F.O.B. TWMI warehouse, any such motor or part which is defective within the warranty period.

In the event of a warranty claim, TECO–Westinghouse Motors (Canada) Inc. must be notified promptly following any motor failure. The motor shall be sent to a TECO–Westinghouse Motors (Canada) Inc. authorized service center for diagnosis on the cause of failure. If the failure is due to defective material and/or workmanship, TECO–Westinghouse Motors (Canada) Inc. will replace or repair the defective motor or part.

The repair or replacement of defective material and workmanship shall constitute complete fulfillment of TECO–Westinghouse Motors (Canada) Inc. warranty liability whether the warranty claims are based on contract, tort (including negligence and strict liability), or otherwise.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. UNDER NO CIRCUMSTANCES, SHALL TECO–WESTINGHOUSE MOTOR COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FREIGHT.