

10. LIMITED WARRANTY.

(a) Scope and Period.

- (1) **Products.** Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's specification agreed upon in a written and signed agreement by Buyer and Seller, if applicable, for the Products. This warranty shall expire twelve (12) months from first use of the Product or eighteen (18) months from date of manufacture of the Product, whichever occurs first.
- (2) **Repaired and/or Replaced Products and/or Parts of Products.** Seller warrants that the repaired or replaced Products or parts of Products shall be delivered free from defects in material, workmanship and title. In the case of repaired or replaced Products or parts of Products comprising warranty remedies for Products, this warranty shall expire upon expiration of the warranty period applicable to the Products originally supplied by Seller. In the case of other repaired or replaced Products or parts of Products, this warranty shall expire twelve (12) months from the date of repair or manufacture of the Products or parts of the Products.
- (3) **Services.** Seller warrants that the Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specification. This warranty shall expire ninety (90) days from the date of completion of such Services.
- (4) **Software.** Seller warrants that the Software shall execute, at time of delivery, in accordance with the specification agreed upon in a written and signed agreement by Buyer (as licensee) and Seller (as licensor) when properly installed in the Products. The warranty shall expire six (6) months from date of manufacture of the first Product in which the Software is loaded.
- (5) **Applicability.** This warranty shall apply to any Products and/or Software bought, acquired, and/or used by an entity that, or person who, acquires the Products and/or Software from Buyer (a "Transferee"), except that any claim made against Seller pursuant to this warranty shall be made by Buyer only. Seller shall not be bound by this Section 10 to satisfy a claim under this Section made against Seller by a Transferee, whether such Transferee is a direct or indirect Transferee of Buyer, Buyer shall provide any Transferee of a Product or Software written conspicuous notice of Sections 10 and 11 hereof.

(6) Exceptions. Supplement B to these Terms and Conditions lists Seller Products, parts, Services and Software for which Seller's warranties vary from the warranties set forth in this subsection 10(a).

(b) Remedies.

(1) Products. If, prior to expiration of the warranty period set forth in subsection 10(a)(1), above, any Products shall be proved to Seller's satisfaction to be defective or nonconforming with the warranty set forth therein, Seller will repair or replace such defective Products or components thereof, FCA Seller's factory, warehouse or other facility that Seller designates at its discretion as point of shipment from time to time (Incoterms® 2010), or will refund or provide Buyer with a credit in the amount of the purchase price paid therefor by Buyer, at Seller's sole option. Buyer's exclusive remedy and Seller's sole obligation under this warranty shall be limited to such repair or replacement, FCA factory, warehouse or other facility that Seller designates at its discretion as point of shipment from time to time (Incoterms® 2010), or refund or credit by Seller, and shall be conditioned upon Seller's receiving written notice of any defect and/or nonconformance within a reasonable period of time, but in no event more than thirty (30) days, after it was discovered or by reasonable care should have been discovered. All claims not made in writing and received by Seller within such thirty (30) day period shall be deemed waived. In no event shall Seller's liability for such defective or nonconforming Products exceed the purchase price paid by Buyer for such Products. With prior approval from Seller, Buyer shall return the alleged defective Product or part, freight prepaid, for Seller's inspection, and no other Products shall be returned to any Seller office, factory, warehouse, authorized service center or other facility, without Seller's written consent.

(2) Repaired and/or Replacement Products and/or Parts of Products. If prior to the expiration of the applicable warranty period set forth in subsection 10(a)(2) above, any replacement Products and/or parts of Products shall be proved to Seller's satisfaction to be defective or nonconforming with the warranty set forth therein, the remedy set forth in subsection 10(b)(1) above shall apply to such replacement Products and/or parts of Products.

(3) Services. If, prior to expiration of the warranty period set forth in subsection 10(a)(3), above, any Services shall be proved to Seller's satisfaction to be nonconforming with the warranty set forth therein, Seller will re-perform such nonconforming Services. If the Services cannot be re-performed, Seller, at its option, shall refund or credit monies paid by Buyer for such nonconforming Services.

(4) Software. If, prior to expiration of the warranty period set forth in subsection 10(a)(4) above, (i) Buyer provides, in writing, a complete description of the claimed nonconformance in the Software, and (ii) the Software is proven to Seller's satisfaction to be so nonconforming with the warranty set forth therein, Seller will correct the nonconformance by, at its option: (i) modifying or making available to Buyer instructions for modifying the program causing such nonconformance, or (ii) making available a corrected or replacement program FCA Seller's factory, warehouse or other facility that Seller designates at its discretion as point of shipment from time to time (Incoterms® 2010).

(c) Exclusions - The warranties set forth in this Section 10 do not cover:

(1) shipping expenses to and from Seller's office, factory, warehouse, authorized service center or other destination designated by Seller for repair or replacement of defective

Products or any tax, duty, custom, inspection or testing fee, or any other charge of any nature related thereto;

- (2) costs of removing defective Products from, and/or disassembling, equipment in which Products are assembled or reinstalling Products and/or reassembling such equipment, or testing repaired or replaced Products and/or the equipment;
- (3) field service travel and living costs and expenses;
- (4) Products subjected to abuse, neglect, negligence, misuse, misapplication, accident, damages by circumstances beyond Seller's control, improper installation (if by anyone other than Seller), improper operation (including, but not limited to, operation in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements) improper maintenance, improper storage, and/or any other than normal use or service;
- (5) Products maintained, serviced, repaired or altered by anyone other than Seller or Seller's authorized service agencies;
- (6) Products and/or parts not manufactured by Seller; for Products furnished by Seller, but manufactured by others, Seller will assign to Buyer the written warranty, if any, of the manufacturer, if assignment is reasonably practicable; however, Seller does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer; but, in no event shall Seller's obligations be greater than those provided under Seller's warranty set forth in this Section 10; and/or
- (7) failures of the Software to be interruption-free or error-free or to meet Buyer's or any other party's requirements; and, problems caused by use of the Software in conjunction with third-party software, hardware, or products.

(d) DISCLAIMER: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF SELLER OTHER THAN AN OFFICER OF SELLER IS AUTHORIZED TO ALTER OR MODIFY ANY PROVISION OF THIS SECTION 10 OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS CONTRARY TO THE FOREGOING. Except where Buyer and Seller agree in a written and signed agreement upon the specifications applicable to the Products, Software, and/or Services, any description of the Products, Software, and/or Services, whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the Products and shall not be construed as an express or implied warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the Products shall not be construed as an express or implied warranty unless confirmed to be such in writing by Seller's authorized officer.

11. LIMITATIONS OF REMEDY AND LIABILITY:

(a) Breach of Warranty Claims. Buyer's only remedy for breach of any warranty under the Contract, other than the warranty provided under Section 13 "Intellectual Property Indemnity,"

shall be the applicable remedy set forth in Section 10 "Limited Warranty" above. Seller's total liability for any and all breach of warranty claims under the Contract shall not exceed the purchase price allocable to the Product, Software or Service or part thereof which gives rise to the claim.

(b) Other Claims. Seller's liability for any claim other than a breach of warranty claim under Section 10 "Limited Warranty," whether in contract, negligence, tort, strict liability, indemnity or otherwise for any loss or damage arising out of, connected with, or resulting from the Contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Products covered by or furnished under the Contract or from Services rendered under the Contract, shall in no case (except as provided in Section 13 "Intellectual Property Indemnity") exceed five percent (5%) of the purchase price allocable to the Products or part thereof or Services giving rise to the claim.

(c) Consequential Damage Disclaimer. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, CONTINGENT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER. Seller shall not be liable for lost profits or revenues, loss of use of the Products, Software or any related equipment or systems, cost of capital, cost of substitute products, cost of facilities or services, business interruption, downtime, shutdown, or slowdown costs, any other types of economic loss, penalties, special or punitive damages, and claims of Buyer's customers for any such damages.

(d) Expiration of Claims. All claims against Seller arising out of or related to the Contract or the performance or breach thereof shall expire unless made and presented to Seller in writing by Buyer before expiration of the applicable warranty period.

(e) Precedence. The limitations of this Section shall apply regardless of whether a claim is based in contract, tort (including negligence), warranty, strict liability, intellectual property, or otherwise, and shall take precedence over any conflicting terms and conditions, except where the limitations of liability of such conflicting terms limit Seller's liability further.

12. INDEMNITY:

(a) Third party claims. Each of Buyer and Seller (each an "Indemnified Party" and an "Indemnifying Party") shall indemnify the other party from and against claims brought by a third party, for bodily injury or damage to the third party's tangible property, to the extent such injury and/or damage is caused by the negligence of the Indemnifying Party, provided that the Indemnified Party gives the Indemnifying Party prompt notice of any such claim and all necessary information and assistance so that the Indemnifying Party, at its option, may defend or settle such claim and the Indemnified Party does not take any adverse position in connection with such claim. In the event that the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligations hereunder, Products shall not be considered third party property and the facility in which a Product or Software is used and/or the Services are performed shall not be considered third party property.

(b) Indemnity by Buyer for Third Party Warranty Claims. If Buyer supplies Products or Services to a third party, uses Products or Services at a facility owned by a third party, and/or transfers Products and/or Software to a third party, Buyer shall indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in Sections 10 "Limited Warranty" and 11 "Limitations of Remedy and Liabilities." For purposes of this subsection (b), "Seller" means Seller, its affiliates, suppliers, contractors, licensors and their employees.

13. INTELLECTUAL PROPERTY INDEMNITY: Seller warrants that, to the best of its knowledge, Products, Services and/or Software furnished hereunder, and any part thereof, (each a “Delivered Item”) shall be delivered free of any rightful claim of any third party not affiliated with Buyer for infringement of any U.S. patent, any trademark registered in the U.S. Patent and Trademark Office and/or any copyright registered in the U.S. Copyright Office. Seller will, at its own expense, defend or settle any suits that may be instituted against Buyer for alleged infringement by the Delivered Item of any U.S. patent, any trademark registered in the U.S. Patent and Trademark Office and/or any copyright registered in the U.S. Copyright Office provided that: (a) such alleged infringement consists of the use of the Delivered Item for (i) any of the purposes for which Buyer informed Seller such Delivered Items would be used, or (ii) if Buyer did not so inform Seller, any of the purposes for which Buyer reasonably believed such Delivered Items would be used; (b) Buyer shall have made all payments for such Delivered Items then due hereunder; (c) Buyer shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt of all processes and papers served upon Buyer; (d) Buyer does not take any position adverse to Seller in connection with such claim; and (e) Buyer shall permit Seller through Seller’s counsel, either in the name of Buyer or in the name of Seller, to defend such suit(s) and give all needed information, assistance and authority to enable Seller to do so.

In case of a final award of damages in any such suit, Seller will pay such award but will not be responsible for any compromise or settlement made without its written consent. In case the Delivered Item itself is in such suit held to infringe any valid patent issued in the United States and/or a trademark and/or copyright registered in the United States, and its use is enjoined, or in the event of a settlement or compromise approved by Seller which shall preclude future use of the Delivered Item, Seller shall, at its own expense and at its sole option, either: (a) procure rights to continue using such Delivered Item; (b) modify the Delivered Item to render it non-infringing; (c) replace the Delivered Item with a non-infringing Product and/or Software; or (d) refund the purchase price paid by Buyer for the Delivered Item after return of the Delivered Item to Seller (less reasonable depreciation for any period of use). Notwithstanding the foregoing, Seller shall not be held responsible for claims of infringement of any patents covering the use of the Delivered Item in combination with other goods or materials not furnished by Seller.

The foregoing states the entire liability of Seller for intellectual property infringement, and **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ATTRIBUTABLE TO AN INTELLECTUAL PROPERTY INFRINGEMENT.** Buyer, at its own expense, shall defend Seller against, and/or settle, (a) any patent, trademark, copyright or other intellectual property infringement claim pertaining to a Delivered Item furnished by Seller to Buyer manufactured in accordance with designs, drawings or other descriptions proposed or furnished by Buyer; and (b) any claim against Seller of contributory infringement resulting from the use or resale by Buyer of a Delivered Item sold hereunder. Buyer shall indemnify Seller for any award against Seller or settlement by Seller regarding any such claims and attorneys’ fees and defense costs incurred in defense of such claims.

14. SOFTWARE LICENSE:

(a) License Grant: Seller grants Buyer a nonexclusive, royalty-free, perpetual, limited license to use the Software in the U.S. and solely in conjunction with (a) the operation of the Products purchased and sold under the Contract and/or other product meeting Seller’s specifications; and (b) any other purpose agreed upon in a written and signed agreement between Buyer and Seller.

(b) Scope of License: Upon Seller’s prior written approval, Buyer may make a reasonable number of copies of Software as necessary for backup, configuration, installation, and restoration of the Products. Also upon Seller’s prior written approval, Buyer may authorize a third-party contractor or service provider to exercise these rights on Buyer’s behalf and for Buyer’s benefit. Buyer may transfer possession of Software and its media to another party only in conjunction with the transfer of the Products on which the Software is loaded and only upon agreement of the other party to the terms and conditions of the Contract. Upon such transfer, Buyer shall destroy all Buyer’s copies of Software and related documentation. All licenses and grants pursuant to the Contract shall immediately terminate once Buyer no longer rightfully owns or possesses the

Products. No other rights under this license are granted. Upon Seller's request, Buyer shall provide Seller with written notice of any such transfer providing the name, address, and contact information of the subsequent Buyer within 15 days of such transfer.

(c) Use Restrictions: Buyer shall not (a) copy, display, transfer, adapt, modify, or distribute in any form the Software except as set forth in the Contract or in Seller documentation provided by Seller to Buyer with the Software; (b) reverse engineer, disassemble, decompile, or otherwise translate the Software's object code, unless expressly permitted by applicable law without the possibility of contractual waiver; or (c) sublicense or lease the Software or any copy thereof except with the transfer of the Products on which the Software is loaded. Except as provided under the terms of Seller's standard escrow agreement between Seller and Buyer, if applicable, Buyer shall not to make available to any party, without prior written consent from Seller or its authorized agent, source code for the Software. Buyer shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Products, or any technical information about the Products, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States Government approval, unless Buyer obtains the appropriate export license and obtains written approval from Seller.

(d) Maintenance and Support: Seller may offer to Buyer the option to purchase from Seller annual Software maintenance and support services under the terms and conditions of Seller's then-standard maintenance and support agreement. Buyer may renew this maintenance term at Seller's then-current maintenance rates. In the event Buyer purchases additional Software licenses, maintenance fees for such licenses shall be prorated to be coterminous with Buyer's existing maintenance period. In no event shall Seller be responsible for providing maintenance services for a period during which maintenance coverage is lapsed.

15. SECURITY AGREEMENT AND FINANCING STATEMENTS: As security for payment of the purchase price under the Contract, Buyer hereby irrevocably grants Seller a security interest in the Products purchased by Buyer, together with all accessories, attachments and replacement parts and all substitutions, replacements and proceeds thereof to secure payment of the purchase price and of all monies which may be due under the Contract. Buyer hereby authorizes Seller to file all financing statements, any amendments and continuations thereof, or any other documents necessary or reasonably required, for the perfection and protection of a security interest under applicable law, and to deliver notice to prior holders of security interests, of Seller's security interest in the Products to protect its interest.

16. INSURANCE: Until payment in full of the purchase price, Buyer shall maintain insurance covering all Products sold by Seller to Buyer in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, and shall, upon Seller's request, furnish evidence of such insurance satisfactory to Seller.

17. DRAWINGS; OTHER DESIGN DATA: All specifications, drawings, designs, data, information, ideas, methods, product samples, tools, gages, dies, fixtures, patterns and/or inventions made, conceived, developed or acquired by Seller in connection with procuring and/or executing the Contract will vest in and inure to Seller's sole benefit notwithstanding any charges therefor which may have been or may be imposed by Seller on Buyer. Buyer shall not give, loan, exhibit, sell or transfer to any person who is not a Buyer employee and authorized to receive such information, or to any organization or entity, any drawing, photograph, specification or product sample furnished by Seller or reproduction thereof which may enable such person, organization or entity to furnish similar products or parts therefor.

18. RETURN OF PRODUCTS: No Product or part shall be returned to Seller without written authorization and shipping instructions first having been obtained from Seller.

19 ASSIGNMENT AND SUBCONTRACTING: None of Buyer's rights under the Contract shall be assigned by Buyer to any other person, whether by operation of law or otherwise, without Seller's prior

written approval. Seller may, without the necessity of obtaining Buyer's prior written consent, assign the Contract or subcontract the production of all or any portion of the Products and/or performance of the Services.

20. CANCELLATION: No purchase order submitted to Seller may be cancelled by Buyer without the prior written consent of Seller, which consent will at all times be conditioned on Buyer's agreement to pay Seller's cancellation charge. For a finished Product that, in Seller's judgment, is readily resalable to others, the cancellation charge shall be 15% of the invoice price of the Product. For all other cancellations, the cancellation charge shall amount to all cost and expenses incurred by Seller and arising out of or in connection with Buyer's purchase order plus reasonable profit. In no event shall the cancellation charge be less than 10% of the invoice price of the Product or more than the invoice price.

21. HIGH RISK APPLICATION USE DISCLAIMER: PRODUCTS AND SERVICES SOLD BY SELLER ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR FACILITY OR ACTIVITY, CRITICAL SAFETY SYSTEM, MEDICAL DEVICE, MILITARY DEVICE, SATELLITE, AVIATION EQUIPMENT, AIR TRAFFIC CONTROL EQUIPMENT, OR OTHER HIGH RISK APPLICATIONS (COLLECTIVELY, "HIGH RISK APPLICATIONS"). SELLER SHALL NOT USE OR PERMIT OTHERS TO USE PRODUCTS OR SERVICES FOR SUCH HIGH RISK APPLICATIONS WITHOUT SELLER'S PRIOR WRITTEN CONSENT. IF SO USED WITHOUT SELLER'S PRIOR WRITTEN CONSENT, SELLER DISCLAIMS ALL LIABILITY FOR ANY DAMAGE, INJURY OR CONTAMINATION, AND BUYER SHALL INDEMNIFY AND HOLD SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL SUCH LIABILITY. SELLER'S CONSENT, IF ANY, WILL BE CONDITIONED UPON ADDITIONAL TERMS AND CONDITIONS ACCEPTABLE TO SELLER.

22. GOVERNING LAW; VENUE: These Terms and Conditions and the Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. Seller and Buyer irrevocably submit to the exclusive jurisdiction of the state courts located in Rock County, State of Wisconsin and the federal courts located in the State of Wisconsin, and Seller and Buyer waive any objection to venue or *forum non conveniens*, for the resolution of any dispute relating to these Terms and Conditions or the Contract. The rights and obligations of Seller and Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the Internal Sale of Goods.

23. EXPORT/IMPORT: Buyer shall comply, in the receipt and use of the Products and the Software, with all applicable import and export control laws, regulations, orders and requirements of the jurisdictions in which the Seller and Buyer are established or from which Products and Software are provided. Buyer shall not transfer, release, import, or export Products and/or Software in violation of such applicable laws, regulations or other legal requirements. Buyer shall provide a completed end-user certification in a form satisfactory to Seller upon Seller's request.

24. ATTORNEYS' FEES: Buyer agrees to pay all of Seller's costs and expenses of collection and related litigation, including but not limited to attorneys' fees and costs.

25. SALVATORY CLAUSE: The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof.

26. APPLICABILITY: These Terms and Conditions as stated herein are applicable as of the date of this printing and until such time as changed by Seller.

**TERMS AND CONDITIONS OF SALE
SUPPLEMENT A
Terms of Payment -- Exceptions**

In accordance with section 7(f) "Exceptions," the following sets forth substitute language for Section 7(a) "Terms" for certain business units as follows:

Regal business unit:	Substitute subsection 7(a) with the following:
Unico, Inc.	(a) Terms. [As provided by Unico.]

**TERMS AND CONDITIONS OF SALE
SUPPLEMENT B
Limited Warranty -- Exceptions**

The following table sets forth substitute language for Section 10(a) (1) "Products" applicable to certain Products of certain business units.

Regal entity and business unit:	If Products are:*	Substitute Section 10(a)(1) with the following:
Regal Beloit America, Inc., Marathon Generators	standby generators	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire twenty-four (24) months from first use of the Product, thirty (30) months from date of manufacture of the Product, or upon one thousand (1000) hours in use of the Product, whichever occurs first.
Regal Beloit America, Inc., Marathon Motors	Blue Chip® Severe Duty Explosion Proof and EPA ^{ct} compliant motors	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire twenty-four (24) months from first use of the Product or thirty (30) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc., Marathon Motors	Blue Max®, Black Max®, microMAX™ Inverter Duty motors and all XRI® motors	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire thirty-six (36) months from first use of the Product or forty (42) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc., Marathon Motors	U-Frame Automotive Duty and IEEE-841 motors	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire sixty (60) months from first use of the Product or sixty-six (66) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc. Leeson	EPACT motors ("G" prefix)	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if

		applicable, for the Products. This warranty shall expire twenty-four (24) months from first use of the Product or thirty (30) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc., Leeson	Wattsaver Premium Efficiency three phase motors and Speedmaster Inverter-Duty motors	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire thirty-six (36) months from first use of the Product or forty-two (42) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc., Leeson	motor brakes provided as coupler brakes, brake kits, or as part of brake motors	For Products furnished by Seller, but manufactured by others, Seller will assign to Buyer the written warranty, if any, of the manufacturer, if assignment is reasonably practicable. However, Seller does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.
Regal Beloit America, Inc., Genteq Hermetic	Partial Motors (a "Partial Motor" is a motor that, at time of sale, is a new electric motor less a main frame or end frame)	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire the date that Buyer completes assembly of the Product in Buyer's unit or twelve (12) months from date of manufacture of the Product, whichever occurs first.
Regal Beloit America, Inc., Durst, Mastergear, Grove Gear, Velvet Drive Transmissions/Industrial; Hub City, Inc.	All Products	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire twelve (12) months from date of shipment of the Product.
Regal Beloit America, Inc., Velvet Drive Transmissions/Marine		Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's specification agreed upon in a written and signed agreement by Buyer and Seller, if applicable, for the Products. This warranty shall expire twelve (12) months from first use of the Product or twenty-four (24) months from date of shipment of the Product, whichever occurs first.
Regal Beloit America, Inc., Milwaukee Gear	All Products	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire three (3) months from date of manufacture

		of the Product.
Unico, Inc.	All Products	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire twelve (12) months from date of manufacture of the Product for Products that are electrical and electronic assemblies and twenty-four (24) months from date of manufacture of the Product for Products that are mechanical apparatus. For Products furnished by Seller, but manufactured by others, the foregoing shall not apply and Seller will assign to Buyer the written warranty, if any, of the manufacturer, if assignment is reasonably practicable. However, Seller does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.
Regal Beloit America, Inc., HVAC and Distribution	Evergreen® replacement motors	Seller warrants that the Products shall be delivered free from defects in material, workmanship and title and shall conform to Seller's written specification agreed upon by Buyer and Seller in a written and signed agreement, if applicable, for the Products. This warranty shall expire twenty-four (24) months from first use of the Product or thirty (30) months from date of shipment of the Product, whichever occurs first.

* Certain Products are covered by neither the standard warranty described in subsection 10(a)(1) nor this table. Buyer must consult the applicable current product catalog or internet site or Seller directly to confirm the applicable warranty period.