

LIMITED WARRANTY

Unless otherwise provided, Baldor grinders are warranted against defects in Baldor workmanship and materials for a period of Thirty-Six months. All warranty claims must be submitted to a Baldor repair facility prior to the expiration of the warranty period. Baldor shall have no responsibility or liability for any defect, latent or otherwise, discovered after the expiration of the warranty period provided herein. Extended warranties are available for certain Baldor products. These warranties are described in Baldor's catalog and other sales literature. Extended warranties are subject to the terms and conditions of this Limited Warranty as modified by the additional terms of the extended warranty. If a Baldor product is defective due to Baldor workmanship or materials and the defect occurs during the warranty period, then Baldor will either repair the product or replace it with a new one, whichever Baldor believes to be appropriate under the circumstances.

Warranty service is available for all Baldor products from Baldor's Customer Service Department in Fort Smith, Arkansas, and from Baldor repair facilities. A list of Baldor's repair facilities may be obtained by contacting Baldor at: Baldor Electric Company, 5711 R.S. Boreham, Jr. St., Fort Smith, Arkansas, 479-646-4711 (phone), 479-648-5792 (fax). All Baldor products requiring warranty service shall be transported or shipped freight pre-paid, at the risk of the party requiring warranty service, to Baldor's Customer Service Department in Fort Smith, Arkansas or to a Baldor repair facility. Written notification of the alleged defect in addition to a description of the manner in which the Baldor grinder is used, and the name, address and telephone number of the party requiring warranty service must be included. Baldor is not responsible for removal and shipment of the Baldor product to the service center nor for the reinstallation of the Baldor product upon its return to the party requiring warranty service. Customers who are unable to take or ship the Baldor product to a Baldor repair facility, or who desire a repair to be made by other than a Baldor repair facility, should contact Baldor's Customer Service Department at 479-646-4711. Repair by anyone other than a Baldor repair facility must be approved in writing by Baldor in advance of such service.

Problems with Baldor products can be due to improper maintenance, faulty installation, non-Baldor additions or modifications, or other problems not due to defects in Baldor workmanship or materials. If a Baldor repair facility determines that the problem with a Baldor product is not due to defects in Baldor workmanship or materials, then the party requiring warranty service will be responsible for the cost of any necessary repairs. Parties requiring warranty service not satisfied with a determination that a problem is outside of warranty coverage should contact Baldor's Customer Service Department at 479-646-4711 for further consideration.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, BALDOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OR NOT SIMILAR IN NATURE TO ANY OTHER WARRANTY PROVIDED HEREIN, SHALL EXIST WITH RESPECT TO THE GOODS SOLD UNDER THE PROVISIONS OF THESE TERMS AND CONDITIONS. ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY WAIVED BY THE BUYER. UNDER NO CIRCUMSTANCES SHALL BALDOR BE LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANTICIPATED PROFITS RESULTING FROM THE DEFECT, REMOVAL REINSTALLATION, SHIPMENT OR OTHERWISE.

This is the sole warranty of Baldor and no other affirmations or promises made by Baldor shall be deemed to create an express or implied warranty. Baldor has not authorized anyone to make any representations or warranties other than the warranty contained herein.



Baldor Electric Company

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