# MOUNTED TAPERED ROLLER BEARING PERFORMANCE WARRANTY

In addition to SKF's standard product warranty for the above named products (as applicable, the "Product"), as set forth in SKF's Terms and Conditions of Sale at [https://www.skf.com/binaries/pub198/Images/0901d196806d847c-101-102\_ July\_2009\_tcm\_198-310019.pdf] (the "Original Warranty"), SKF warrants that the Product will have at least twice the average useful life of any competitor's like product previously purchased and used by our customer in the same application, provided (a) the SKF Product is used under normal load and operating conditions and in accordance with SKF's installation, use, operation and maintenance instructions and (b) the Product is registered with SKF within 10 days after the original installation date. The duration of this Performance Warranty is five (5) years from the date of sale of the Product to customer (the "Performance Warranty Period").



# \*Warranty valid in US and Canada only.

#### Remedies:

In the event the Product fails during the Performance Warranty Period, SKF must be promptly notified of the failure, in writing. Any such notification must (a) be received by SKF no later than ninety (90) days following the failure and (b) include data which reasonably demonstrates the average useful life of the competitor's product over at least a 6 month period. Within a reasonable period after timely notification, SKF will be given an opportunity to inspect the Product and evaluate such data. If, in SKF's sole determination, the submitted information regarding the Product failure and competitor's product useful life data demonstrates that the Product failed within less than double the average useful life of the competitor's product, SKF will, at its option and in its sole discretion, either replace or refund the purchase price for the failed Product. These remedies are the Purchaser's EXCLUSIVE remedies for breach of the foregoing warranty and SKF shall not be liable for any other costs or damages, including but not limited to removal or installation costs or loss due to downtime.

## Limitations:

This Performance Warranty shall not apply, and SKF shall have no obligation hereunder, if the Product (i) has not been stored, installed, used, cleaned, lubricated and/or maintained in accordance with applicable SKF or industry standards, instructions and/or recommended guidelines; (ii) has been improperly repaired, or altered; or (iii) has been subjected to misuse, negligence or accident.

# Limitations of actions:

Any action for breach of warranty must be commenced within twelve (12) months following the product failure date.

## Disclaimer:

EXCEPT AS SET FORTH IN THE ORIGINAL WARRANTY AND IN THIS PERFORMANCE WARRANTY, SKF MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY OR PERFORMANCE, AND ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S AND/OR INITIAL USER'S EXCLUSIVE REMEDIES AND SKF'S ENTIRE LIABILITY FOR ANY BREACH OF THE PERFORMANCE WARRANTY.

## Returns:

Product may not be returned without written authorization by SKF.

For more information, contact your sales representative.