



C.E. Niehoff & Co. STANDARD PRODUCT WARRANTY

Warranted Products

This warranty applies to each alternator, alternator component, regulator, and power management device sold by the Company for commercial/military uses in an existing product or as a component in original equipment manufacture.

Express Warranty

The Company warrants, to the first party who purchases any Warranted Product for such described use (the "Customer"), that the Warranted Product (i) is, at the time of delivery to the Customer, free from defects in materials and workmanship that appear or are discovered within the applicable warranty period set forth below, and (ii) for new alternators, meets the Company's specified performance standards for the product with respect to output (amperes) at specified RPM levels, and will meet such standards for the applicable warranty period. This express warranty is subject to the User Responsibilities and Conditions of Warranty set forth below and the failure of either the Customer or the end user to comply with any of such responsibilities or conditions will void this express warranty.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPRESS WARRANTY DESCRIBED IN THE PREVIOUS PARAGRAPH. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.

Warranty Period for Specified Warranted Products

The warranty period for Warranted Products, measured from the in-service date, is as follows:

- (a) For new alternators, their original components, regulators, and power management devices the first to occur of the following:
 - (i) twelve months, or
 - (ii) 1,500 hours of operation if the product is used in a vehicle intended for off-highway use, or
 - (iii) 50,000 miles of service if the product is used in a vehicle intended for on-highway use.
- (b) For all products, including alternators, alternator components, regulators, and power management devices provided to a Customer in connection with warranty

service, the later to occur of the following:

- (i) the expiration of the remaining warranty period (months, days, hours, miles, as applicable) on the Warranted Product returned by the Customer for warranty service, or
 - (ii) 90 days, or
 - (iii) 100 hours of operation if the product is used in a vehicle intended for off-highway use, or
 - (iv) 4,000 miles of service if the product is used in a vehicle intended for on-highway use.
- (c) For replacement components provided other than in connection with warranty service, the first to occur of the following:
- (i) 90 days, or
 - (ii) 100 hours of operation if the product is used in a vehicle intended for off-highway use, or
 - (iii) 4,000 miles of service if the product is used in a vehicle intended for on-highway use.

Exclusive Repair or Replacement Remedy

For any breach of the Express Warranty with respect to a Warranted Product, the Company will at its option rework or replace the Warranted Product with such rework or replacement to be through the Company's own facility or through a C.E. Niehoff & Co. authorized distributor or service center (and, except as otherwise herein specifically provided, at the Customer's expense). Customer assents and agrees that "rework or replacement" as described in this paragraph is the exclusive remedy for a breach of the Express Warranty and Customer understands and agrees that "rework or replacement" is therefore the Customer's sole remedy for a failure, or a defect in materials or workmanship, with respect to a Warranted Product.



Limitation of the Company's Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWSOEVER CAUSED, AND ALL SUCH DAMAGES ARE HEREBY EXCLUDED IN THEIR ENTIRETY. Excluded incidental or consequential damages include, but are not limited to, the following: vehicle "down time", cargo damage, losses from business interruption, or lost profits. The Company shall not be liable for incidental, consequential, or any other damages regardless of whether the damages are caused by, arise out of, or otherwise relate to strict tort liability, negligence, breach of warranty or breach of other legal duty. If the Company is found liable on any claim – whether based on a statute, contract, warranty, or tort damage to property – Company's total liability shall be limited to the purchase price of the product except where prohibited by law.

Limitation on Commencement of Claims

All causes of action or legal proceedings for breach of the warranty, or any other cause of action or legal proceeding for breach of contract arising out of, or relating to the sale of any product must be commenced within one year after the warranty expires.

User Responsibilities and Conditions of Warranty

The Customer purchasing any Warranted Product is responsible for each of the following, and Customer's compliance with each described obligation is a condition to the Company's obligations to Customer for any breach of the Express Warranty:

- (a)** ensuring maintenance and use of the product by the end-user in accordance with the Company's instructions;
- (b)** ensuring that the product is installed in accordance with the Company's instructions, including proper electrical inter-connections;
- (c)** ensuring that the product is not abused, neglected or altered by the end-user; and
- (d)** keeping reasonably accurate and verifiable records with respect to hours of operation and miles of service where applicable in defining the warranty period of the Warranted Product.

If there is a breach of the Express Warranty during the applicable warranty period, the Customer is responsible for each of the following, and Customer's compliance with each described obligation is a

condition to the Company's obligations to Customer for any breach of the Express Warranty:

- (a)** removing the product from its installation and returning the product, at the Customer's own expense and prior to the expiration of the warranty period, to the Company's facility or to a C.E. Niehoff & Co. authorized distributor or service center to provide warranty service;
- (b)** ensuring that the product has failed or is otherwise defective before the product is returned;
- (c)** obtaining a numbered Returned Goods Authorization (RGA) from the Company (when returning products directly to the Company);
- (d)** submitting to the Company, together with any returned product: the Customer's name, address, in-service date, date of failure, identification of the defect or failure with particularity, and proof of date of purchase; and
- (e)** returning the defective or failing product within 30 days after the earlier of (i) the date of failure, and (ii) the date the defect in material or workmanship appears.

If the Customer fails to perform any of its responsibilities described above with respect to a particular Warranted Product, the Express Warranty with respect to that product will be voided and the Company will not be obligated to perform any of its obligations hereunder for a breach of the Express Warranty. In addition to the voided warranty the Customer shall be responsible and may be charged a test and analysis fee, at the Company's standard rates then in effect, for any product returned under warranty that is functional and not defective.

When disposition / approval is required by the Customer (e.g. for non-warranty repairs), the Company shall provide Customer with a quote for repair costs and the Customer shall have 90 days from date of notification by the Company to respond; if disposition / approval is not received within 90 days, the product shall be returned at Customer's expense and any applicable debits will be invoiced back to the Customer.

Authorized Warehouse Distributors Service Distributors

Customers can obtain the names of warehouse distributors and service distributors authorized by the Company to provide warranty service on Warranted Products from either retail or wholesale sellers of the product, or from the CEN Warranty Department of the Company at: C. E. Niehoff & Co., 2021 Lee Street, Evanston, IL 60202; tel: 800-643-4633, fax: 847-492-1242 or at www.ceniehoff.com.