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– Standard Warranty Policy

Marathon Electric warrants Fractional and Integral motors to be free from defects in materials and workmanship and to conform to Marathon's written specification.

Motor Type	Warranty Period from Date of Installation*	Warranty Period from Date of Manufacture*
Standard Warranty for any product not shown below	12	18
Medium Voltage**	12	18
EPAAct compliant (aluminum, steel & cast iron frame)	24	30
Blue Chip Severe Duty Explosion Proof	24	30
Blue Max [®] , Black Max [®] , & microMax [™] Inverter Duty	36	42
All XRI [®] (NEMA Premium [®]) incl. ODP, Blue Chip, Severe Duty, Explosion Proof, etc.	36	42
U-Frame Automotive Duty	60	66
Blue Chip IEEE-841	60	66

*Warranty period shown is in months, and is valid for whichever period expires first.

**This product has an extended warranty available as long as it is being used with an electric overload relay protection system. The warranty extension is 36 months from date of first use, not to exceed 42 months from the date of manufacture, whichever period shall expire first. This warranty extension is at no additional charge. The only requirements are the usage of the electronic relay and return of the warranty card with all items filled in. This card is attached to every Medium Voltage motor.

WARRANTIES TO DISTRIBUTORS AND INDUSTRIAL OR COMMERCIAL CUSTOMERS

This warranty is extended only to Marathon's distributors and industrial or commercial customers and does not apply to consumer purchasers.

Warranty Period - (a) Marathon warrants the Fractional motors and Integral motors manufactured by or for it to be free from defects in materials and workmanship and to conform to Marathon's written specifications for a period of 12 months from date of first use, 18 months from date of manufacture, whichever period shall expire first. (b) Marathon warrants special products, as listed below, to be free from defects in materials and workmanship and to conform to Marathon's written specifications.

§ Blue Chip[®] Severe Duty Explosion Proof and EPAAct compliant motors, 24 months from date of first use, 30 months from date of manufacture, whichever period shall expire first.

§ Blue Max[®], Black Max[®], microMAXT Inverter Duty motors and all XRI[®] motors, 36 months from date of first use, 42 months from date of manufacture, whichever period shall expire first.

§ U-Frame Automotive Duty and IEEE-841 motors, 60 months from date of first use, 66 months from date of manufacture, whichever period shall expire first.

Warranty Remedies - If, prior to expiration of the foregoing applicable warranty period, any of such products shall be proved to Marathon's satisfaction to be defective or nonconforming, Marathon will repair or replace such defective equipment or components thereof, F.O.B. Marathon's plant or other destination designated by Marathon, or will refund or provide Buyer with a credit in the amount of the purchase price paid therefore by Buyer, at Marathon's sole option. Buyer's exclusive remedy and Marathon's sole obligation under this warranty shall be limited to such repair or replacement, F.O.B. Marathon's plant or other destination designated by Marathon, or refund or credit by Marathon, and shall be conditioned upon Marathon's receiving written notice of any defect within a reasonable period of time (but in no event more than sixty (60) days) after it was discovered or by reasonable care should have been discovered. In no event shall Marathon's liability for such defective or

nonconforming products exceed the purchase price paid by Buyer therefor.

Exclusions - This warranty does not (i) cover shipping expenses to and from Marathon's factory or other destination designated by Marathon for repair or replacement of defective equipment or any tax, duty, custom, inspection or testing fee, or any other charge of any nature related thereto, nor does it cover the costs of disassembling or removing defective equipment or reassembling, reinstalling, or testing repaired or replaced equipment or finishing the reinstallation thereof, (ii) apply and shall be void with respect to equipment operated in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements, to equipment repaired or altered by others than Marathon or Marathon's authorized service agencies, or to equipment which was subjected to abuse, negligence, misuse, misapplication, accident, damages by circumstances beyond Marathon's control, to improper installation (if by others than Marathon), operation, maintenance or storage, or to other than normal use or service, and (iii) apply to equipment or components not manufactured by or for Marathon. With respect to equipment or components not manufactured by Marathon, Marathon's warranty obligations shall in all respects conform and be limited to the warranty actually extended to Marathon by its suppliers, but in no event shall Marathon's obligations be greater than those provided under Marathon's warranty set forth in this Section 10.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT TITLE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF MARATHON OTHER THAN AN OFFICER OF MARATHON 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. Any description of the equipment, whether in writing or made orally by Marathon or Marathon'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 equipment and shall not be construed as an express warranty. Any suggestions by Marathon or Marathon's agents regarding use, application or suitability of the equipment shall not be construed as an express warranty unless confirmed to be such in writing by Marathon's authorized officer.