

WARRANTY AGREEMENT

between

SEW-EURODRIVE [please complete]

- hereinafter referred to as “SEW” -

and



Customer No.: (xxxx)

- hereinafter referred to as “Customer” -

regarding the product(s) purchased under order number(s):
_____ (“Product(s)”)

As part of SEW’s “+24” package, you will receive an extension of the statutory warranty period on the basis of this warranty agreement:

I. Scope of the Agreement

1. This warranty agreement (“**Agreement**”) exclusively defines the conditions for and the scope of the extended warranty applicable to SEW’s “+24” package (“**Extended Warranty**”).
2. The Extended Warranty only applies under the conditions as set forth in this Warranty Agreement and upon signature of this Warranty Agreement.

II. Scope of the Extended Warranty

1. Contractual Basis

Through the purchase of a “+24” package as specified in SEW’s order confirmation related to the order number(s) above (“**Order Confirmation**”) and the signature of this Warranty Agreement, the statutory warranty period applicable to the purchased Product(s) will be extended by 24 months (“**Extended Warranty Period**”).

2. Effects of the Extended Warranty

During the Extended Warranty Period, SEW warrants that the Product(s) will be free of material and legal defects. In case of a material or legal defect, SEW will, in its sole discretion, cure the defect free of charge by

- a) repair or
- b) supply of a new, defect-free product.

If SEW supplies a product free of defects for the purpose of cure, SEW may demand the return of the defective Product.

3. Assumption of Costs

In case of a defect, SEW will bear all expenses required for the purpose of cure, in particular transport, workmen’s travel, work and materials costs, provided that these are not increased due to the goods having being taken to a location other than the place of performance, unless doing so corresponds to the intended use. The above only applies

if a defect is actually present. Should it become apparent that no defect is present, SEW can request reimbursement from Customer of the costs incurred due to the unjustified defect correction request (in particular transportation, travel, work and material costs), unless Customer is not responsible for the unjustified defect correction request.

4. Warranty Period

The Extended Warranty Period begins on the day following the expiry date of the statutory warranty period of the Product.

5. Excluded Parts and Scenarios

- a) Parts whose nature and function makes them subject to natural wear ("**Wearing Parts**"), in particular oil seals, coupling buffers, rolling bearings and brake linings, are excluded from the scope of the Extended Warranty.

Parts provided by Customer (identified as such in the Order Confirmation) are not subject to any warranty of SEW.

- b) The Extended Warranty does not cover functional failures due to damage caused by Customer's fault (intent and/or negligence).

6. Forfeiture and Liability

- a) In the event that any of the stipulations and/or obligations as set forth in this Warranty Agreement are not met, the Extended Warranty will be forfeited.

In case of forfeiture, the originally agreed-upon warranty period, i.e. the warranty period which would be applicable if this Warranty Agreement had not been concluded, shall apply.

- b) SEW's liability under this Warranty Agreement for any cause whatsoever is limited to a repair or replacement of the defective Product(s) as set forth in section II.2 above and the assumption of costs as set forth in section II.3 above. In no event shall SEW be responsible for any direct, indirect, special or consequential damages, including loss of anticipated profits, loss of time or any other losses incurred by Customer in connection with the purchase, installation or operation or failure of the Product(s).

III. Product-specific Warranty Conditions

The Extended Warranty is only applicable if the following product-specific requirements are met:

- ☐ + 24 basic: Use of brand-name oils according to the lubricant tables of SEW
- ☐ + 24 advanced: Use of GearOil by SEW
- ☐ + 24 smart: Use of GearOil by SEW and only in combination with the condition monitoring system DriveRadar® IoT Suite

IV. General Warranty Conditions

The Extended Warranty is only applicable if the following general warranty conditions are met:

1. Before Startup

- a) The **operating and maintenance instructions** of SEW are integral parts of the Extended Warranty and must always be observed.

- b) Customer undertakes to keep and maintain a **storage and corrosion protection manual** before *startup* in which the following measures are documented with check lists and photographic evidence:

- The valid SEW operating instructions must be observed, particularly with regard to the storage conditions. This means that the complete drive unit must be stored in a dry location that is protected from weather, in the position of use, without vibration and sealed, until startup.
- Every 6 months: Checking and, if necessary, reworking the exterior corrosion protection of exposed parts.
- Every 18 months: Renewing the long-term conservation.

2. During Startup

An SEW fitter engineer will perform an installation check and will issue the SEW Acceptance Report "Commissioning protocol for extended warranty + 24 of industrial gear units" after installation, before commissioning. The SEW engineer has to be assigned locally and will be invoiced separately.

3. After Startup

- a) *After startup*, Customer undertakes to keep and maintain a **maintenance book** for the drive unit and execute the following measures and document them with the date:

- Maintenance measures as specified in the operating instructions from SEW.
- At least once a year: Inspection of the condition of the gear units with a **basic visual inspection** (in order to rule out the possibility of damage by leaking gear unit oil, major corrosion formation on the drive unit, increased noise or heat generation, etc.)
- Observance of the oil change intervals according to the operating and maintenance instructions from SEW.

- b) *Operating* conditions (as e.g. ambient conditions, loads, operating time, operating power) in the installation have to be in accordance with the technical description in the Order Confirmation.

V. Miscellaneous

1. Amendments

This Warranty Agreement may only be modified and amended in writing. This shall also apply to the aforementioned requirement for the written form.

2. Entire Agreement

This Warranty Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and is the exclusive statement of all of the representations, undertakings and agreements of the Parties respecting the subject matter hereof.

3. Severability

If at any time any provision of this Warranty Agreement (or a part of it) is or becomes illegal, invalid or unenforceable in any respect under the applicable law, the legality,

validity and enforceability of the remaining provisions of this Warranty Agreement shall not be affected or impaired thereby

4. Assignment

Neither Party shall assign, transfer, delegate or subcontract any of its rights or obligations under this Warranty Agreement without the prior written consent of the other Party. Any purported assignment, transfer, delegation or subcontract in violation of this section shall be null and void.

5. Applicable Law

This Warranty Agreement shall be subject to the laws applicable at SEW's seat to the exclusion of their conflict of laws provisions as well as the United Nations Convention governing Contracts for the International Sale of Goods (CISG).

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Signature from customer/ NAME/ Function/ Date

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Signature from SEW-Eurodrive []/ Date