

Product and Service Warranty

I. Woodward Product Warranty

"Woodward Products" covered under this **WARRANTY** are warranted to be free from defects in materials and workmanship, when installed and used in the manner for which they are intended, for a period of 18 months from the date of shipment from Woodward.

Products characterized by Woodward as having been *Remanufactured* are covered by this **WARRANTY** the same as newly manufactured Woodward Products.

"Woodward Products" include: (i) products manufactured by Woodward, as well as parts or components of such products as are manufactured exclusively for Woodward, by another party, to Woodward specifications and drawings, and, (ii) software produced by Woodward.

"Non-Woodward Products" **not covered by this Warranty**, include: (i) products supplied by Woodward manufactured by another party, e.g. printers, computers, subsystems, etc., and, (ii) operating systems and other software installed under license in Woodward Products and Non-Woodward Products. Such Non-Woodward Products are resold by Woodward in their original form and are not modified by Woodward in any way. Purchaser's remedy for defective Non-Woodward Products shall be limited to the applicable warranty of the manufacturer or supplier.

II. Woodward Service Warranty

Woodward warrants its Services, such as repairs, site supervision and installation services, including **WARRANTY** Services, to be free from defects in materials and workmanship for a period of 180 days from the date of service completion. Woodward Products installed as part of a Service provided, will be covered by this **WARRANTY** for a period of 12 months from date of installation. Following **WARRANTY** Services, the period of warranty coverage for the unexpired portion of the **PRODUCT WARRANTY** shall also apply.

Limitations

The sole obligation of Woodward hereunder is to repair or replace, at its option, and without charge, any Woodward Product which is defective, or, in the case of defective Services, to reperform such Services. Other than the

foregoing repair, replacement, or reperformance, the purchaser shall have *no other remedy against Woodward, and Woodward shall not be liable for loss or damage arising from statute, law, strict liability in tort, or negligence* resulting from any defect in a Woodward Product or in Woodward Services, even though the defect was caused by negligence, breach of warranty or strict liability in tort of Woodward. In any event, Woodward shall not be liable for incidental and/or consequential damages including loss of income or profits, lost sales, or economic loss.

Conditions

Such repair, replacement, or reperformance will be effected at a location of Woodward's choice (including Woodward plants and service facilities, Woodward subsidiary plants, or authorized service facilities). In replacing any Woodward Product pursuant to this **WARRANTY**, Woodward may replace such Woodward Product with a modified or improved product or component.

Purchasers claiming warranty service should contact the service department of the Woodward location or Woodward distributor where the item was purchased.

Other Exclusions

This **WARRANTY** does **NOT APPLY TO**:

- Prototypes and test units. These units or the transactional documentation will be marked as experimental, prototype, test, beta, or other similar marking. Woodward grants no warranty to such products and/or software, either expressed or implied, as the purpose of these products is research and development testing.
- Woodward Products which, in Woodward's opinion, have been damaged by misuse, negligence, or accident.
- Woodward Products on which disassembly and/or repairs have been attempted without prior authorization from Woodward.
- Any Woodward Product if any component part has been repaired or replaced by any part not manufactured or furnished by Woodward.

Apart from the obligations set forth herein (unless otherwise agreed in writing) Woodward makes no other warranty or condition, expressed or implied (by statute, common law, trade usage or otherwise), and specifically excludes the implied warranties of merchantability and fitness for a particular purpose, as well as all other warranties expressed or implied.



PO Box 1519
1000 East Drake Road
Fort Collins CO, USA
80522-1519
Ph: (1)(970) 482-5811
Fax: (1)(970) 498-3058
www.woodward.com

**Plants, Subsidiaries,
Branch/Regional Offices**

Australia
Brazil
China
Czech Republic
England
Germany
India
Japan
Korea
Mexico
Netherlands
New Zealand
Poland
Scotland
Singapore
United Arab Emirates
United States

Distributors & Service

Woodward has an international network of distributors and service facilities. For your nearest representative call (1)(800) 835-5182 or see the Worldwide Directory on our web site (<http://www.woodward.com/industrial/address.htm>).

Corporate Headquarters

Rockford IL, USA
Ph: (1)(815) 877-7441

This document is distributed for informational purposes only. It is not to be construed as creating or becoming part of any Woodward Governor Company contractual or warranty obligation unless expressly stated in a written sales contract.

© Woodward Governor Company, 1999
All Rights Reserved

Effective: 15Jun2001/F

For more information contact: