

Limited Warranty Information

StatusCheck Software License Agreement and Limited Warranty

Copyright: StatusCheck Software is the proprietary product of Timken and is protected by copyright law. Client may make one copy of the Software for backup purposes or transfer the Software to a single hard disk provided you keep the original solely for backup purposes.

Software Restrictions: You may not sell, assign or otherwise transfer the Software to another party. You may not rent, lease, lend, sublicense, time-share or otherwise permit any other party to use the Software, Software Copies or Documentation or to exercise your rights under this Agreement. Any upgrade or enhancement of the Software subsequently supplied by Timken StatusCheck may be used only upon destruction of the prior version of the Software. Unless otherwise specified in writing by Timken, all upgrades and enhancements, if any, supplied to you shall be governed by this Agreement. You may not alter, modify, translate, decompile, disassemble, or reverse engineer the Software.

Statements of Limited Warranty and Exclusive Remedy

Limited Warranty and Exclusive Remedy for Discs and Software: Timken warrants the compact discs on which the Software is recorded shall be free of defects in materials and workmanship under normal use for a period of ninety (90) days from date of delivery, evidenced by copy of the invoice. Timken further warrants for a period of one (1) year that the Software will substantially perform the functions described in the documentation provided by Timken when operated on the designated hardware and operating system. Timken does not warrant that the Software will meet Client's requirement or that operation of the Software will be interrupt-free or error-free. Timken is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems that are made after the release of the Software, or for problems in the interaction of the Software with non-Timken software. Any alteration of the software code or mishandling of the compact discs shall void this Limited Warranty.

This **Limited Warranty** is extended by Timken **in lieu of any other warranty, express or implied, including any implied warranty of fitness for a particular purpose or any implied warranty of merchantability.**

Client's **exclusive remedy** for any breach of this Limited Warranty shall be the repair or replacement of the software or the compact discs. In order to obtain warranty coverage Client shall return to Timken within 90 days, or one year, whichever is applicable, from the date of the receipt by Timken. Client shall be responsible for transportation charges that shall be prepaid and shall bear all risk of loss during transportation. Upon examination of the same by Timken and upon a finding of a defect in material or workmanship, Timken shall repair or replace as stated herein.

Limited Warranty and Exclusive Remedy for StatusCheck Hardware Product: Timken warrants and represents that the Product sold to Client pursuant to this Offer shall conform to the specifications provided by Timken and will be free from defects in material or workmanship. This **Limited Warranty** shall remain effective for a period of ninety (90) days from the date upon which the Product is shipped by Timken.

This Limited Warranty is provided by Timken in lieu of any other warranty, express or implied, including any implied warranty of fitness for a particular purpose or any implied warranty of merchantability.

Client's **exclusive remedy** for any breach of this Limited Warranty shall be, at Timken's discretion, for Timken to repair or replace any Product found by Timken to be defective or for the extension of credit to Client by Timken to be applied to any current or future accounts payable by Client to Timken.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.