



## *RSM - Bearings Reliability Warranty*

### WARRANTY

Subject to the terms and conditions contained herein, RSM (EXTENDS TO PRODUCTS SUPPLIED VIA RSM'S APPOINTED AGENTS – Marsing & Co Africa (Pty) Ltd) warrants to the Buyer, that the bearings sold, when properly installed, maintained and operated will be free from defects in material and workmanship and shall be fit for the ordinary purpose for which the bearings were designed.

### BUYERS LIMITED REMEDIES

This warranty defines RSM's sole and exclusive liability and the Buyers sole and exclusive remedy for any claim arising out of, or related to, any alleged deficiency in the said bearings sold by RSM Trading. If the product does not conform to this warranty, the Buyer must notify RSM within 15 days of discovery of the non-conformity. Upon receipt of timely notification from the buyer, RSM may at its sole option, modify, repair, replace the product, or reimburse the buyer for any payment made by the buyer to RSM. With such re-imbursement being pro-rata over the warranty period.

### WARRANTY PERIOD

The warranty period for the above mentioned product shall commence on the date the product is delivered to the buyer. The warranty period for our product is 12 months.

### CONDITIONS

As a condition to RSM's warranty obligations hereunder and if requested or authorized in writing by RSM, Buyer shall forward to RSM the product claimed by the Buyer as defective. The buyer shall prepay all transportation costs. RSM will bear the cost of shipping any replacement products to the buyer. The buyer agrees to pay RSM's invoice for the then-current price for any replacement product furnished to the buyer by RSM, if the product that was replaced is later determined by RSM to conform to this limited warranty, RSM may invoice the buyer for the replacement or request that any refund be returned. RSM shall not be obligated under this limited warranty or otherwise for normal wear and tear or for any product which, following delivery and installation, has in RSM's sole judgment, been subjected to accident, abuse, misapplication, improper mounting or remounting, improper lubrication, improper repair or alteration or maintenance, neglect excessive operating conditions or for defects caused by or attributed to the buyer. RSM shall be free to conduct such tests, investigations and analysis of the products returned to RSM as it deems reasonable and proper in the exercise of its sole judgment. As a further condition, to Gumshoes obligations hereunder, the buyer shall offer its reasonable cooperation to RSM in the course of RSM's review of any warranty claim, including by way of example only, the buyers providing to RSM any and all information's regarding the installation, service, operating history, mounting and lubrication of the product which is the subject of the buyers warranty claim.

EXCEPT WARRANTY OF TITLE AND FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED THAT:

A) RSM MAKES NO OTHER WARRANTY, REPRESENTATION OR INDEMNIFICATION EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

B) IN NO EVENT SHALL RSM BE LIABLE OR OBLIGATED FOR SPECIAL OR EXEMPLARY, PUNITIVE, INCIDENTAL, DIRECT, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BY WAY OF EXAMPLE, LOST PROFITS OR SAVING, LOSS OF BUSINESS OR LOSS OF USE) OR ANY OTHER LOSS, COST OR EXPENSE IN CONNECTION WITH THE PRODUCT, AND THIS DISCLAIMER SHALL EXTEND TO ANY LIABILITY FOR ANY NON PERFORMANCE CAUSED BY RSM'S GROSS OR ORDINARY NEGLIGENCE. IN ALL CASES REGARDLESS WHETHER OR NOT ANY OF THE FOREGOING WERE FORESEEABLE OR WHETHER RSM WAS ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, LOSS, COST OR EXPENSE.

(C) NO PERSON HAS BEEN AUTHORIZED BY RSM TO MAKE ANY FURTHER OR CONTRARY INDEMNITIES, REPRESENTATIONS OR WARRANTIES ON BEHALF OF RSM. THE FOREGOING LIMITATIONS AND DISCLAIMERS OF LIABILITY SHALL BE MADE APPLICABLE TO THE SALE OF ANY PRODUCT BY RSM TO THE FURTHEREST EXTENT PERMITTED BY APPLICABLE LAW.