



Lomar Machine & Tool Company
135 Main Street
Horton, MI 49246



Enerpac Original Equipment
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Milwaukee, WI 53209

In order to clarify the warranty coverage on Enerpac FT1380 and FT1390 power units, the following is being provided for distribution. Please note the additional motor warranty information at the bottom of this letter.

Enerpac global warranty policy

ENERPAC products are warranted to be free of defects in materials and workmanship under normal use for as long as they are owned by the original purchaser, subject to the exclusions and limitations described below. This warranty does not cover ordinary wear and tear, overloading, alterations, (including repairs or attempted repairs by parties other than ENERPAC or its Authorized service representatives), improper fluid, use in a manner for which they are not intended or use which is contrary to instructions for the products.

THIS WARRANTY IS LIMITED TO NEW PRODUCTS SOLD THROUGH ENERPAC AUTHORIZED DISTRIBUTORS, ORIGINAL EQUIPMENT MANUFACTURERS OR OTHER DESIGNATED CHANNELS OF DISTRIBUTION. NO AGENT, EMPLOYEE, OR OTHER REPRESENTATIVE OF ENERPAC HAS THE AUTHORITY TO IN ANY WAY CHANGE OR AMEND THIS WARRANTY.

Electronic products and components are warranted against defects in material and workmanship for a period of two years from the date of purchase.

The following items supplied with ENERPAC products are excluded from this warranty:

- **Components not manufactured by ENERPAC, including air motors, electric motors*, gasoline engines, and diesel engines. Such items are warranted to the extent of the warranty provided by the manufacturers of such items.**
- **Consumable items, including cutter blades, nut splitter chisels, punches and dies.**
- **Chains**

If the customer believes a product is defective, the product must be delivered, or shipped freight prepaid, to the nearest ENERPAC Authorized Service Center. The customer should contact ENERPAC to locate an Authorized Service Center in the customer's area. Products that do not conform to this warranty will be repaired or replaced at ENERPAC's expense and returned by ground transportation, freight prepaid.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy of repair, replacement or refund is customer's exclusive remedy in the event of breach of this warranty.

SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS:

1. **ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY,**
2. **ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND**
3. **ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.**

ENERPAC's liability in all cases is limited to, and shall not exceed, the purchase price paid.

Effective June 1, 1997

***The warranty period on Leeson electric motors is one year in service and covers defects in manufacturing. Leeson Service Centers will ask for proof of purchase typically if the motor's date code is over 18 months old.**

Sincerely,

Tom Blome
Enerpac
Technical Services Leader

Bob Laipply
Lomar Machine & Tool Co.
Plant production manager