

## The Timken Corporation

### Commercial Vehicle Wheel End Components Limited Warranty

Timken provides the following limited warranty to Buyer for Products. As used herein: (a) “Products” means bearings, seals, hubcaps, and locking nuts that are the subject of a sale from Timken to Buyer purchased and used in the United States or Canada only; (b) “Buyer” means a purchaser of the Products from Timken, and (c) “Timken” means The Timken Corporation or other Timken affiliate making the sale of Products to Buyer.

#### 1. Limited Warranty.

(a) Timken warrants that the Products will be free from defects in materials and workmanship when Products are purchased and installed together as follows:

Limited warranty valid for following applications:	Limited warranty valid from Installation Date until the earliest to occur of:				Limited warranty valid when the following wheel end assembly components have been purchased and installed together:				
	For Trailers		For Trucks		Bearing	Premium Seal	Standard/Leather Seal	Hubcap	Locking Nut
	Years	Trailer Mileage	Years	Truck Mileage					
On-highway	5	Unlimited	2	200,000	X	X			
On-highway	6	Unlimited	3	350,000	X	X		X	
On-highway	7	Unlimited	5	500,000	X	X		X	X
On-highway	5	Unlimited	2	125,000	X		X		
On-highway	6	Unlimited	3	250,000	X		X	X	
On-highway	7	Unlimited	5	400,000	X		X	X	X
Severe Duty	1	175,000	1	175,000	X	X			
Severe Duty	1	125,000	1	125,000	X		X		

(b) THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND TIMKEN DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF DESIGN, PERFORMANCE, OR PRODUCT LIFE, WARRANTIES OF COMPLIANCE WITH BUYER’S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 2. Limited Warranty Conditions.

(a) The limited warranty will be void if the Products were not installed at a facility certified by Timken as a trained installer of Timken wheel end assembly components. Records relating to installation and maintenance of Products must be maintained and supplied to Timken upon request with a warranty claim in order for a warranty claim to be valid.

(b) The limited warranty will be void if the Products were not registered with Timken at [www.timken.com/cvwarranty](http://www.timken.com/cvwarranty). To register the Products, Buyer must register the Product part numbers, Timken certification number for the facility where installation of Products occurred, Buyer’s name, vehicle identification number of the truck or trailer into which the Products were installed, mileage at time of installation and date of installation. As used in Section 1, “Installation Date” means the date of installation contained in the warranty registration on file with Timken, and such date shall be the date from which the warranty period is measured.

(c) The limited warranty will be void upon any action inconsistent with the proper use and handling of the Products, including, but not limited to (a) improper handling,

transportation, modification or repair, (b) accident, abuse, or improper use, and (c) improper installation, lubrication, or maintenance.

**3. Exclusive Remedy; Limitation of Liability.**

- (a) If the Products do not meet the limited warranty provided in Section 1, Buyer's sole and exclusive remedy will be, at Timken's choice, repair or replacement of the nonconforming Product (EXW the designated Timken facility) or a credit of a fair amount not to exceed the price paid by Buyer for the nonconforming Product.
- (b) To be entitled to the exclusive remedy, Buyer (a) must submit the warranty claim to Timken within the warranty periods provided in Section 1(a) (but no later than 30 days after discovery of the nonconformance), (b) return to Timken 100% or, if agreed by Timken, a lesser but still statistically relevant percentage of the nonconforming Products, and (c) provide reasonable evidence in support of the warranty claim, including, if requested by Timken, maintenance and installation records.
- (c) The remedy described in Section 3(a) is Buyer's sole and exclusive remedy for a breach of the limited warranty and for any other claim relating to the Products, regardless of the basis of Buyer's claim, whether it is in contract, tort, express or implied warranty, negligence, strict liability or otherwise, and regardless whether any damages were caused by Timken's negligence or by a defect in the Products. Without limiting the generality of the foregoing sentence, Timken will not be liable for, and Buyer shall not assert, any of the following, whether or not due to a defect in the Products or due to Timken's negligence, and regardless whether the basis is product warranty, delayed or incomplete delivery, negligence or any other cause: (i) consequential, incidental, indirect, special and punitive damages; (ii) the cost of removing and reinstalling Products, sending Products to Timken for warranty inspection, and any other work or service performed on the Products; (iii) damage to or cost of making adjustments or repairs to any mechanism, equipment or machinery in which the Products were installed; (iv) loss of profits or revenue, loss of use, line shut-down, cost of capital, and cost of substituted product, facilities, or services; and (v) claims of Buyer's customers or other third parties for damages or penalties, whether or not Buyer is legally obligated to pay them. This disclaimer and exclusion will apply even if the exclusive remedy described in Section 3(a) fails its essential purpose.
- (d) An action by Buyer to enforce a warranty claim, whether by court action, arbitration or other proceeding, will be barred unless commenced within one year following Timken's notification to Buyer of Timken's determination (for example, on the validity of the warranty claim or the availability or scope of remedy) upon which Buyer's claim is based.

**4. The Timken Corporation Terms and Conditions of Sale.**

- (a) To the extent this Limited Warranty is applicable to the Products as set forth and described herein, this Limited Warranty shall supersede and replace Article 7 (Limited Warranty) and Article 8 (Exclusive Remedy; Limitation of Liability) of The Timken Corporation Terms and Conditions of Sale provided to Buyer with Timken's quotes, order acknowledgements, and invoices. The remaining provisions of The Timken Corporation Terms and Conditions of Sale shall remain valid and in effect and otherwise unaltered by this Limited Warranty.