



# SEALED BALL BEARING IDLER WARRANTY

## STANDARD IDLER WARRANTY (1) STANDARD ONE YEAR WARRANTY FOR SEALED BALL BEARING IDLERS:

Precision, Inc. ("Precision"), in addition to Precision's standard published warranty which can be found at <http://www.ppipella.com/terms-conditions/> (the "Original Warranty"), warrants to the original purchaser ("Purchaser") only, that the sealed ball bearing idlers it manufactures (each a "Product" or collectively, the "Products") are free from material defects in materials and workmanship, when used under normal load and operating conditions and maintained properly. The duration of this warranty is 12 months from the date of delivery of the Product. During this 12-month period (the "Warranty Period"), if the Purchaser discovers that Products are materially defective in materials or workmanship in excess of 3% per year\*, it must promptly notify Precision in writing. Any such notification must be received within 30 days following the expiration of the Warranty Period. Within a reasonable period after timely notification, Precision, at its sole option, will either (i) correct any defect in materials or workmanship by repair or replacement of the excess defective Product(s), or (ii) refund the purchase price for the excess defective Product(s). These remedies are the Purchaser's EXCLUSIVE remedies for the breach of the foregoing warranty. Troughing idlers and rolls must be operated within the load ratings established by the Conveyor Equipment Manufacturers Association Standard No. 502 current revision, which also includes impact idlers. Precision uses the K4 factors established by Standard No. 502 for the effect of environmental, maintenance and temperature on potential idler life. This K4 factor is 1.0 for a clean, dry environment down to 0.0 for high-pressure wash down.

These warranties shall not apply when the Products have been the subject of abuse, misuse, alteration, accident, or failure of the Purchaser to ensure proper storage, installation, operation or maintenance of the Products. In addition, the warranty will not apply to idlers in overcast, high tension, convex and concave curves with high tensions and improper installation, excess loads, transfer loading points, transition areas, and any rolls that have material build-up on their roll face or seals and idlers with improper spacing are excluded under this warranty.

## DISCLAIMER OF WARRANTIES:

**EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND IN THE ORIGINAL WARRANTY, PRECISION MAKES NO WARRANTY WHATSOEVER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

Parts manufactured by a third party ("**Third Party Product**") may be incorporated in, attached to or packaged together with, the Products. **PRECISION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT.**

## LIMITATION OF WARRANTIES:

Precision's liability on any claim of any kind whatsoever shall in no case exceed the purchase price of the Product(s), which gave rise to the claim. The Purchaser shall be responsible for any and all expenses, losses, or delays incurred in removing any defective part from the Purchaser's application of that Product. IN NO EVENT SHALL PRECISION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

## RETURNS:

The Products may not be returned without written authorization by Precision. Any and all expenses incurred in the return of the Products shall be borne by the Purchaser.

## LIMITATIONS OF ACTIONS:

Any warranty claim must be presented within 30 days following expiration of the Warranty Period. Any action for breach of warranty must be commenced within 12 months following expiration of the Warranty Period.

\*The Products are expected to have an average annual failure rate of 3% due to purchased parts and conditions beyond Precision's control, meaning, if a Purchaser purchases 1,000 idlers in a year, it is expected that 30 of those idlers will fail during their first year of use because of purchased parts and conditions beyond Precision's control, all failures of Products above the 3% average annual failure rate are "excess" defective Products.



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