

ENERPAC GLOBAL WARRANTY

Subject to the exclusions described below, all Enerpac products (“Products”) are warranted to be free from defects in materials and workmanship under normal use and service. Unless otherwise set forth in a quotation or agreed to by Enerpac in writing, (a) standard Products are warranted for so long as they are owned by the first using purchaser, and (b) modified, custom made, “Heavy Lifting Technology”, and “Mirage” Products are warranted for one year from the date of delivery to the buyer. This warranty is not transferable beyond the first using purchaser and is limited to new Products sold through Enerpac authorized representatives and channels.

EXCLUSIVE REMEDY. In the event that Enerpac determines that a Product contains a defect in materials or workmanship, then Enerpac, in its sole discretion, will (a) repair the Product, (b) replace the Product, or (c) refund the purchase price of the Product. THIS LIMITED 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 BUYER’S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL ENERPAC’S LIABILITY UNDER THIS WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM. All Products which are repaired or replaced shall be warranted only for the unexpired portion of the original warranty period.

EXCLUSIONS. This warranty does not cover (a) any failures which are not attributable to defects in materials or workmanship, including without limitation, failures caused by accidents, inadequate maintenance, misuse, unauthorized modifications or repairs, improper storage, and normal wear and tear, (b) any consumable parts or accessories, such as cutter blades, nut splitter chisels, punches, dies, chains, wedges, and strands, that are designed to wear over time or through use of the Product, or (c) electronics, motors, batteries, and engines, as these items are warranted by their manufacturer.

WARRANTY RETURNS. No Products shall be returned without prior authorization from Enerpac or an Enerpac Authorized Service Center. Buyer shall prepay all shipping charges for the return of Products to Enerpac’s designated service location.

LIMITATION OF LIABILITY. IN NO EVENT SHALL ENERPAC BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ENERPAC’S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO ANY ORDER IS LIMITED TO THE ORDER PRICE FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

Effective Date: November 11, 2020