

EXHIBIT 5 Warranty for DELTA Products (Other than Equipment and “X5” Models)

**DELTA
Two Year Limited New Product Warranty**

DELTA will repair or replace, at its expense and at its option, any new DELTA machine, machine part, or machine accessory which in normal use has proven to be defective in workmanship or material, provided that the customer returns the product prepaid to a DELTA factory service center or authorized service station with proof of purchase of the product within two years and provides DELTA with reasonable opportunity to verify the alleged defect by inspection. For all refurbished DELTA product, the warranty period is 180 days. DELTA may require that electric motors be returned prepaid to a motor manufacturer’s authorized station for inspection and repair or replacement. DELTA will not be responsible for any asserted defect which has resulted from normal wear, misuse, abuse or repair or alteration made or specifically authorized by anyone other than an authorized DELTA service facility or representative. Under no circumstances will DELTA be liable for incidental or consequential damages resulting from defective products. This warranty is DELTA’s sole warranty and sets forth the customer’s exclusive remedy, with respect to defective products; all other warranties, express or implied, whether of merchantability, fitness for purpose, or otherwise, are expressly disclaimed by DELTA.