

# TECHNO CNC SYSTEMS LIMITED WARRANTY & COVERAGE

## Limited Warranty On Techno Brand Products

Subject to the terms and conditions set forth in this warranty document, Techno CNC Systems LLC (“Techno”) warrants its Techno brand products (“Product” or “Products”) to the original purchaser for a period of one (1) year against defects in material and workmanship under normal use and conditions (“Product Limited Warranty”). The Product Limited Warranty commences on the date of Product shipment from Techno facilities and expires one (1) year from the ship date (“Product Warranty Period”).

Spare or replacement parts (“Part” or “Parts”) for Techno Products are warranted to the original purchaser for a period of ninety (90) days against defects in material and workmanship under normal use and conditions (“Parts Limited Warranty”). A Parts Limited Warranty commences on the date of a Part shipment from Techno facilities and expires ninety (90) day from the ship date (“Parts Warranty Period”).

A Product Limited Warranty may be validly transferred to one additional party by the original purchaser provided that a reregistration fee is paid to Techno within seven (7) days of transfer of the Product and prior to the expiration of the Warranty Period. Reregistration of any Product warranty does not extend the Warranty Period. A Parts Warranty is not transferable.

Product Limited Warranty and Parts Limited Warranty are hereinafter referred to collectively as “Limited Warranty.” Product Warranty Period and Parts Warranty Period are hereinafter referred to collectively as “Warranty Period.”

## What Is Covered Under The Limited Warranty

During the Warranty Period, Products and Parts that Techno deems validly subject to a warranty claim will be repaired or replaced, in Techno’s sole discretion, without charge. Repaired items may include new or refurbished replacement parts. Replaced items may be new or may be manufactured from serviceable used parts. Items that have been repaired and/or replaced will be warranted only for the unexpired portion of the applicable Warranty Period to the original purchaser.

**As a condition to this Limited Warranty, customers shall have read the operator’s manual and registered the Product or Part with Techno within 30 days of purchase.**

## What Is Not Covered Under The Limited Warranty

Events That Are Not Covered Under This Limited Warranty Include:

- \* Normal maintenance services as outlined in the operator’s manual or other operational instructions provided by Techno (such as oil change, cleaning, lubrication and adjustments).
- \* Replacement of consumable items such as oil, lubricants, belts, router bits, or other items subject to normal service replacement.
- \* Product/Part damage resulting from third-party parts, accessories or systems connected to or used in conjunction with the Product/Part that have adversely affected its operation, performance or durability.
- \* Product/Part damage caused by normal wear, accidents, improper maintenance, improper use or abuse, alterations, or failure to follow operation and maintenance instructions contained in the operator’s manual.

- \* Products/Parts purchased from any supplier, distributor or dealer not authorized by Techno.
- \* Labor costs including, but not limited to, such costs as the removal and reinstallation of a component or assembly.
- \* Insurance and packing costs for a defective items returned to Techno by the customer.
- \* Product/Part damage caused by electrical surges, improper venting, flooding, fire, freezing, corrosive atmospheric elements, abnormal external temperature, or any event of force majeure such as riot or act of war.
- \* Noise or vibration unless it is the result of defective material or workmanship of the Product/Part.
- \* Claims of defective Products or Parts not made in conformance with Techno's return policy as set forth below.
- \* Transport costs for defective items that require more than one (1) shipping to remedy a claimed defect.
- \* Claims for personal injuries, incidental or consequential damages, or economic loss (profit or revenue), however caused. i.e. any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some states do not allow the exclusion or limitation of certain damages, so the above exclusion or limitation may not apply to a particular customer depending on location.
- \* CLAIMS FOR PRODUCT COMPONENTS OR PARTS THAT ARE WARRANTED SEPARATELY BY THEIR RESPECTIVE MANUFACTURER(S) OR SUPPLIER(S). Available warranties covering those components are furnished with each Product and Part. Techno CNC Systems does not assume any warranty obligation or liability for components covered exclusively by the stated warranty of a component's respective manufacturer(s) or supplier(s).

Techno's Limited Warranty Shall Be Void In The Event Of An Occurrence Of Any Of The Following:

- \* Failure by the Original Purchaser to register the Product within thirty (30) days of its purchase.
- \* Where applicable, failure to validly reregister the Product within seven (7) days of transfer of the Product and prior to the expiration of the Warranty Period.
- \* Improper installation of the Product, including but not limited to, installation in violation of applicable rules, laws or building codes, and installation for non- recommended uses.
- \* Accident, abuse or misuse of the Product.
- \* Failure to follow or comply with the user's operational manual.
- \* Modification, alteration, addition of non-approved components, or misapplication of the Product or Part in any manner.
- \* Repairs and service conducted by personnel unauthorized by Techno.
- \* Modifications to, and tampering with, the Product or Part.

- \* Use of non-standard parts or accessories without prior written approval from Techno.
- \* Use of Product or part for purposes for which the item was not designed or intended.
- \* Cancellation or recall of equipment/parts payment to Techno without specific prior written authorization from Techno.

### **Warranty Limitations**

Techno's maximum liability hereunder is limited to the original purchase price of the Product or Part.

Techno assumes no responsibility for the selection of any Product or Part for a specific application absent Techno's written approval of such application, and makes no general representations whatsoever in respect to any such selection.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HEREBY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THESE WARRANTY DOCUMENT.

TECHNO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES THAT MAY ARISE, INCLUDING LOST PROFITS, DAMAGE TO PROPERTY OR INJURIES TO A PERSON, LOSS OF USE, INCONVENIENCE, OR LIABILITY ARISING FROM THE INSTALLATION, SERVICE OR USE OF THE PRODUCT OR PART.

UPON THE EXPIRATION OF THE LIMITED WARRANTY PERIOD, TECHNO'S LIABILITY UNDER THIS WARRANTY SHALL TERMINATE.

Some states do not allow the contractual exclusion or limitation of incidental or consequential damages or personal injury, so the limitations set forth herein may not apply to all customers in all locations.

### **How To Obtain Warranty Repair/Replacement**

All defective items covered under the Limited Warranty must be properly returned to Techno for inspection. Techno reserves the right to not accept returns unless the returned item is accompanied by proof of original purchase, a return authorization number ("RAN") from Techno, and shipped in accordance with packaging and shipping instructions given to the customer by Techno. Claims and requests for a RAN must be made within seven (7) days of discovery of a defect. Proper packaging and insurance for transportation is solely the customer's responsibility. All returned items must be sent to the Techno facility located in Ronkonkoma, New York (or such other place as Techno specifically designates to the customer) with a statement of the problem and transportation prepaid. If, upon examination, Techno determines that a warranted defect exists, the returned item will be repaired or replaced in Techno's sole discretion at no charge, and shipped prepaid back to the customer. Return shipment will be by common carrier of Techno's choosing. If rapid delivery is requested by customer, then such transport expense shall be borne by the customer.

Warranty inspections and repairs are performed at Techno's New York facility, where all necessary diagnostic and repair equipment is available. This equipment is difficult to transport and field service is accordingly severely limited and will only be supplied at Techno's sole discretion. If field service is required, all service call expenses, including transportation, travel time, subsistence costs, and the prevailing cost per hour (eight hour minimum) are the responsibility of the customer.

In the event that support diagnostics of a covered Product or Part requires an item to be shipped more than one (1) time for any given claimed warranty defect, then the customer shall bear all transport costs.

If an out-of-warranty situation exists, the customer will be notified of the repair or replacement cost. At such time, the customer must issue a purchase order to cover the cost of the repair/replacement or authorize the item to be shipped back to the customer at the customer's expense. In all cases, a restocking charge of twenty (20%) percent will be charged to the customer on all items returned to stock.

Warranty claims will not be reviewed or remedied unless the warranty registration is received by Techno within thirty (30) days of the purchase date. All warranty issues must be handled through Techno.

Techno customer service can be reached by calling 631-648-7481.

#### **Additional Terms & Conditions**

TECHNO RESERVES THE RIGHT TO CHANGE DESIGNS, SPECIFICATIONS, PRICES AND ANY APPLICABLE DOCUMENTATION WITHOUT NOTICE TO THE CUSTOMER.

Techno is not liable for delay or failure to perform any obligation hereunder by reason of circumstances beyond Techno's reasonable control. These circumstances include, but are not limited to, accidents, acts of God, strikes or labor disputes, laws, rules, or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials, and any other event beyond Techno's control.

No legal action arising out of any claimed breach of this Limited Warranty may be brought by the more than one (1) year following date of purchase of a Product or Part. This Agreement shall be governed in all respects by the laws of the State of New York, United States of America. Any legal action brought by a customer against Techno must be brought in the state courts of the State of New York, Second Judicial Department. Some states do not allow the contractual limitation of time periods for bringing suit so the limitations set forth herein may not apply to all customers in all locations.

Once an order is placed by the purchaser, in no event shall purchaser cancel payment or any portion thereof (e.g. reverse charges on a credit card or stop payment on a check) without prior express written authorization from Techno. Failure to obtain prior express written authorization from Techno shall be an event voiding Techno's Limited Warranty on the Product or Part and purchaser shall be subject to liability for any damages sustained by Techno.

The terms and conditions contained herein shall constitute the entire agreement concerning the Limited Warranty described herein. No oral or other representations are in effect. No dealer, distributor, or individual is authorized to amend, modify, or extend this Limited Warranty in any manner and only the warranty expressed in this warranty document is extended herein by Techno. Statements made outside this warranty document, such as in dealer advertising or presentations, whether oral or written, do not constitute warranties by Techno and should not be relied upon.

Section headings contained in this warranty document are for informational purposes only and may not be used to limit the terms and conditions set forth in this warranty document. If any portion or provision contained in this Limited Warranty & Coverage shall to any extent be found to be invalid or unenforceable, the remainder of this coverage or the application of such portion or provision in circumstances other than those in which it is held invalid or unenforceable, shall not be affected thereby, and each remaining portion or portion of this Limited Warranty shall be valid and enforceable.