

# GENERAL POLICY

## PCNC PRODUCT WARRANTY

**DATE:** JANUARY 12, 2010

### LIMITED WARRANTY COVERAGE

Each Tormach (the "Manufacturer") PCNC machine ("Machine") and its components ("Components") (except those listed below under limits and exclusions) is warranted against defects in material and workmanship for a period of 6 months from the date of delivery. The foregoing is a limited warranty and it is the only warranty by manufacturer. Manufacturer disclaims all other warranties, express or implied, including but not limited to all warranties of merchantability and fitness for a particular purpose.

### REPAIR OR REPLACEMENT ONLY

Manufacturer's liability under this agreement shall be limited to repairing or replacing, at the discretion of manufacturer, parts or components. Shipment for items replaced under warranty is free, but the shipment method is at the discretion of Tormach. In general delivery will be by UPS ground service for domestic customers or USPS for international customers. If overnight or express delivery is requested, additional fees will apply.

Direct sales and phone support is part of the equation that allows us to provide high value at low cost. You must be comfortable with general electrical and mechanical repair concepts, including the appropriate safety procedures, before working on your machine. If you do not have the required skills you will need to find someone locally to assist you. We do not have factory technicians to send to your facility.

### LIMITS AND EXCLUSIONS OF WARRANTY

Except as provided above, buyer agrees that all warranties express or implied, as to any matter whatsoever, including but not limited to warranties of merchantability and fitness for a particular purpose are excluded. Components subject to wear during normal use and over time such as paint, labels or decals, finish and condition, seals, bellows covers, flex cabling, spindle, etc., are excluded from this warranty. Tormach-specified maintenance procedures must be adhered to in order to maintain this warranty. This warranty is void if the machine is subjected to mishandling, misuse, neglect, accident, improper installation, improper maintenance, or improper operation or application, or if the machine was improperly repaired or serviced. Warranty of general machine tolerances is void if the machine is disassembled or altered by customer.

Without limiting the generality of any of the exclusions or limitations described in other paragraphs, manufacturer's warranty does not include any warranty that the machine or components will meet buyer's production specifications or other requirements or that operation of the machine and/or components will be uninterrupted or error-free. Manufacturer assumes no responsibility with respect to the use of the Machine and Components by Buyer, and manufacturer shall not incur any liability to Buyer for any failure in design, production, operation, performance or otherwise of the Machine or components other than repair or replacement of same as set forth in the Limited Warranty above. Manufacturer is not responsible for any damage to parts, machines, business premises or other property of Buyer, or for any other incidental or consequential damages that may be caused by a malfunction of the machine or components.



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### **LIMITATION OF LIABILITY AND DAMAGES**

Manufacturer is not liable to Buyer, or any customer of buyer for loss of profits, lost data, lost products, loss of revenue, loss of use, cost of down time, business good will, or any other incidental or consequential damage, whether in an action in contract or tort, arising out of or related to the machine or components, other products or services provided by manufacturer or seller, or the failure of parts or products made by using the machine or components, even if manufacturer or seller has been advised of the possibility of such damages. Manufacturer's liability for damages for any cause whatsoever shall be limited to repair or replacement, at the discretion of manufacturer, of the defective parts, components or machine.

Buyer has accepted this restriction on its right to recover incidental or consequential damages as part of its bargain with Seller. Buyer realizes and acknowledges that the price of the equipment would be higher if Seller or Manufacturer were required to be responsible for incidental or consequential damages, or punitive damages.

This warranty supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the warranties, limitations of liability and/or damages regarding the Machine or Components, and contains all of the covenants and agreements between the parties with respect to such warranties, liability limitations and/or damages. Each party to this warranty acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein regarding such warranties, liability limitations and/or damages, and that any agreement, statement, or promise not contained in this warranty shall be not be valid or binding regarding such warranties, liability limitations and damages.

### **TRANSFERABILITY**

This warranty is transferable from the original end-user to another party if the machine is sold via private sale before the end of the warranty period. Should you have a problem with your machine, please consult your operator's manual first. If this does not resolve the problem, contact Tormach through our website at [www.tormach.com](http://www.tormach.com) or call (608) 849-8381.

### **EXTENDED WARRANTY**

An extended warranty is available for purchase at [www.tormach.com](http://www.tormach.com) or by calling (608) 849-8381.



[www.TORMACH.com](http://www.TORMACH.com)

GP\_PCNC\_Warranty.pdf • January 12, 2010  
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