

## WARRANTY AND CLAIMS

### Warranty

For equipment and material manufactured by the Seller, the Seller warrants such equipment for a period of one (1) year from date of installation under normal use and service against improper performance caused by defective materials or workmanship. This warranty is effective for one (1) year regardless of the number of hours per day of equipment use.

The Seller will, on request of the Buyer, provide to the Buyer a service engineer to repair or replace faulty parts or make necessary adjustments or calibrations, provided that the Buyer is unable to make necessary repairs with parts and instructions furnished by the Seller and further, has followed the maintenance and check-out instructions and properly completed periodic warranty inspections if detailed by the machine operating manual. There will be no charge to the Buyer for parts and labor. The Buyer will be responsible for payment of all travel expenses of the service engineer, including but not limited to airfare, local transportation (taxis, trains, buses, etc.), hotels, parking, rental car, mileage, and food.

Any warranty cost borne by DAC International as a result of improper installation by the user (power not being within DAC International product specifications, or caused by other installation fault) shall be billable by DAC International to the user at standard field service rates.

Except as expressly warranted in the Sales Order, the Seller makes no other warranty of any kind, expressed or implied, including any warranty covering ordinary wear and tear, abuse, misuse, overloading, alterations, expendable parts, and parts coming into contact with corrosive chemicals or damage caused by causes outside of the Seller's control.

### Limitation of Seller's Liability

The Seller's liability under any warranty shall be limited to repairing or replacing F.O.B. Buyer's plant, any part or parts of material which may prove to be thus defective provided the Buyer gives Seller prompt notice of the defect, and inspection, if required by the Seller, confirms the defect. This remedy of repair, replacement or credit, at Seller's option is the exclusive remedy thereunder. Seller shall have no other liability to Buyer on any claims however arising and in no event shall Seller be liable for special, incidental or consequential damages.

### Warranty Exchange Policy

During the warranty period, DAC International will replace any faulty parts covered by the warranty.

These parts will be consigned to Buyer at standard list price when shipped. On receipt of the faulty part, returned prepaid to DAC International, full credit will be issued, provided that the part returned has failed because of warrantable cause, and that the part is returned within the specified period stated on the order/packing slip.

Credit will be issued as follows:

- Parts returned within 30 days will receive 100% credit.
- Parts returned between 31 and 40 days will be assessed a 20% re-stocking fee.
- Parts returned between 41 and 59 days will be assessed a 50% re-stocking fee.
- NO RETURNS will be accepted after 60 days – NO EXCEPTIONS!

### **Warranty Transportation**

Please note that DAC International will make shipment of the replacement part prepaid via Air Mail, UPS, or Fed-X. If special premium air transportation is requested, the part will then be furnished with shipping charges collect.

### **Claim for Shipment Damage**

All equipment should be tested as soon as it is received according to the instructions furnished. If it fails to operate properly or is damaged in any way, a claim should be filed with the carrier.

A full report of the damage should be made to the claim agent and a copy of this report forwarded to DAC International. The customer will then be advised of the disposition to be made of the equipment and the arrangements for its repair or replacement.

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