

## LIMITED WARRANTY ON ALL NEW MILLTRONICS MANUFACTURING COMPANY MACHINES

marketed under the commercial name of Milltronics Manufacturing Company. This warranty does not apply to equipment manufactured and sold by the International Machine Tools or Partner Machines divisions of Milltronics Manufacturing Company. Such equipment has a separate limited warranty.

### *International Shipments*

Milltronics Manufacturing Company ("Milltronics" or "Company") warrants all of their CNC machines ("Machines") and the Centurion CNC systems supplied with these Machines shall be free from defects in workmanship and materials under normal use and service for a period of two years or 4200 hours, whichever is shorter, from the date of delivery. This warranty is limited to all factory supplied parts and accessories as indicated on the original purchase order as accepted by Milltronics. This warranty applies to the original purchaser only, or the original end user if the equipment is financed by a third party. Warranty is not transferable. Labor necessary to repair failures due to normal wear, workmanship, or through normal use during this warranty period shall be obtained by Buyer from the local distributor or dealer and is not the responsibility of Milltronics. Milltronics' liability for breach of warranty shall arise only upon the return of the defective parts at Buyer's expense after notice to Milltronics of claimed breach, and shall be limited to replacing or repairing, at Milltronics option, at its factory, any of said articles which shall within two (2) years after shipment be returned to Milltronics' factory of origin, transportation charges prepaid, and which are, after examination, disclosed to Milltronics' satisfaction to be defective. Notice to Milltronics of claimed defects discoverable by inspection must be given within ten (10) days after receipt of shipment. This warranty shall not apply to any of such articles which shall have been repaired or altered, except by Milltronics, or which shall have been subjected to misuse, negligence, or accident. The aforementioned provisions do not extend the original warranty period of any articles, which have either been repaired or replaced by Milltronics.

Associated costs including duty, handling charges, and freight are not covered under this warranty. The local dealer has responsibility for carrying some spare parts and returning defective or unused parts. Milltronics will not pay any freight charges unless pre-approved in writing.

Neither the Machine nor the Centurion CNC warranty will cover parts that are damaged or have failed due to abuse, improper operation, weather, acts of God, terrorism or shipping. No Milltronics warranty covers damage to fixtures, tools, or parts, regardless of the cause of this damage. Accessories not supplied by Milltronics are not covered under this warranty, and any alterations to the Machine or Centurion CNC control done by other than Milltronics' authorized personnel, unless approved by Milltronics' personnel in writing, shall void any warranties.

EXCEPT AS SET FORTH IN ABOVE, THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE *MACHINE OR THE CENTURION CNC CONTROL*, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR USE BY CUSTOMER. THE COMPANY FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MILLTRONICS SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, ARISING FROM OR RELATED TO THIS WARRANTY, THE BREACH OF ANY AGREEMENT OR ORDER OR THE OPERATION OR USE OF THE *MACHINE OR CENTURION CNC CONTROL*, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM DAMAGE TO FIXTURES, TOOLS, PARTS OR MATERIALS, LOSS OF DATA OR PROGRAMMING, DIRECT OR INDIRECT LOSS CAUSED BY THE DISTRIBUTOR OR DEALER REPRESENTATIVE, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF MILLTRONICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY THE COMPANY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND THE COMPANY'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST THE COMPANY MORE THAN ONE (1) YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN THE EVENT ANY REMEDY IS FINALLY DETERMINED BY A COURT (HAVING JURISDICTION) TO FAIL OF ITS ESSENTIAL PURPOSE, THE MILLTRONICS LIABILITY UNDER THIS AGREEMENT WHETHER UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY MILLTRONICS PURSUANT TO THE PARTICULAR ORDER OR AGREEMENT FROM WHICH SUCH DAMAGES AROSE.

The validity, construction and performance of this Warranty and any sale made by Milltronics shall be governed by the laws of the State of Minnesota, without regard to conflicts of laws provisions of any jurisdiction and any action related in any way to any alleged or actual offer, acceptance or sale by Milltronics or any claim related to performance or agreement or warranty by Buyer or Milltronics shall be venued in federal or state district court in Hennepin County, Minnesota.

### **MILLTRONICS MANUFACTURING COMPANY**

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*This warranty is invalid unless the customer has signed off on and returned to Milltronics or its distributor the factory-provided installation forms and Milltronics is funded in full for the equipment.*