

TRONICS™

Labeling Machines

Tronics America, Inc.
1430-34 East 86th Place
Merrillville, IN 46410
Phone: 219 769 0876
Fax: 219 769 0962

EQUIPMENT WARRANTY: The machinery sold hereunder are warranted to be free from defective material and workmanship for a period of twelve (12) months from the date of shipment. Service labor and travel costs are covered for a period of six (6) months from the date of shipment. All of the above are applicable provided the original Buyer under normal use and operation properly operates the machinery and equipment. If Buyer notifies Seller in writing of any claimed defect in the equipment and if, after appropriate reasonable opportunity to inspect and remedy any defect by Seller, the equipment is found not to be in conformity with this warranty, the Seller will, at its option and expense either repair the same or provide a replacement of defective goods, F.O.B. Merrillville, Indiana and/or other shipping points. This warranty is non-transferable and is limited to the original Buyer.

LIMITATIONS AND EXCLUSIONS: "Normal use and operation" shall mean use consistent with standard industry practice, within rated capacities, at correct voltage, with normal preventive maintenance, and in accordance with the applicable maintenance and operating manuals, instructions, pamphlets or directions given or issued by Seller from time to time. Machine modifications, which are not approved in writing by Seller, void the terms of the warranty. This warranty does not apply to parts subject to wear or consumption, such as filter elements, fuses, **springs**, breakers, **peel plates**, relays, **belts**, and any other designated consumable parts.

This warranty does not apply to parts or components not manufactured by Seller or its affiliated companies or to parts not normally included in Seller's standard products and options. For parts or components not manufactured by Seller or its affiliated companies or non-standard parts or components specified by the original purchaser, the original purchaser shall have only the warranty provided by the manufacturer of such part or component. This warranty does not apply to damage to the machinery and equipment which is caused by defective or inappropriate replacement parts or components not manufactured by Seller or its affiliated companies. The warranty of control software is limited to defects, which make it unsuitable for the original intention of the software and does not extend to revisions or enhancements.

The foregoing warranty does not cover, and the Seller makes no warranty with the respect to:

- a) Failures not reported to Seller within the warranty period above specified.
- b) Failure or damage due to negligence, accident, abuse, improper operation or maintenance or abnormal conditions of temperature, moisture, dirt, corrosion or erosion.
- c) The cost of dismantling and installation of the equipment.

The Seller's liability under this warranty shall cease if the Buyer shall not have paid in full all invoices for goods and/or services or any other charges owed to the Seller; the Seller's representatives are denied full and free right of access to the equipment; Buyer permits persons other than those approved or authorized by Seller to effect any replacement of parts or repairs to the equipment or Buyer uses any spare parts or replacements not approved by Seller.

This warranty is non-transferable and limited to the original Buyer, and is expressly null and void if the goods have been used contrary to the Seller's specific instructions and/or the directions enclosed, or have been subject to accident, alteration, unauthorized modifications, abuse, misuse or failure due to lack of care or inadequate power, air or lubrication supplies, and specifically does not apply to normal wear from moving or bearing parts or failure due to lack of proper and/or normal maintenance adjustment.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED BY LAW OR TRADE USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Buyer's **SOLE AND EXCLUSIVE REMEDY** on any claim of any kind, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery or use of the goods sold hereunder shall be for the repair or replacement of defective goods or components as provided herein and shall in no case exceed the cost of replacement or repair. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OR LOSS OF ANTICIPATED PROFITS ARISING OUT OF THIS CONTRACT OR A BREACH THEREOF. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY SELLER EXCEPT THE WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP SET FORTH ABOVE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR FIRM TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITY.**

The Seller shall have no liability in respect of any loss or damage to third parties caused directly or indirectly by goods, and the Buyer shall at all times indemnify the Seller against any such loss or damage.