



# NIDEC CHS AUTOMATION EQUIPMENT WARRANTY

EFFECTIVE ON EQUIPMENT SHIPPED AFTER JANUARY 1, 2021

Nidec CHS Automation (“CHS”) provides the original purchaser (the “Purchaser”) with the following warranty for the above described equipment.

## **4** Year Warranty Main Structures, Fabrications, Spindles, & Side Frames

CHS promises to the Purchaser, to repair, or, at CHS’ option, replace any main structure, fabrication, spindle, or side frame that proves to be defective in material or workmanship under normal use within four (4) years of the original date of shipment to the Purchaser’s destination. CHS will provide all parts necessary to correct such defects (with all freight charges to be paid by the Purchaser). All labor, diagnosis, and travel costs incurred by CHS in connection with any covered repair or replacement shall be paid by CHS.

## **2** Year Complete and Comprehensive Warranty

CHS promises to the Purchaser, to repair, or, at CHS’ option, replace any mechanical, hydraulic, pneumatic, or electrical part that proves to be defective in material or workmanship under normal use within two (2) years of the original date of shipment to the Purchaser’s destination. CHS will provide all parts necessary to correct such defects (with all freight charges to be paid by the Purchaser). All labor, diagnosis, and travel costs incurred by CHS in connection with any covered repair or replacement shall be paid by CHS.

### Limitations and Exclusions

“Normal use” shall mean use within rated capacities, at the correct voltage with normal maintenance and operation in accordance with the applicable service & operating manuals. This warranty does not apply to (i) any equipment that has been altered or modified in any way by the Purchaser or anyone else other than an authorized service employee of CHS; (ii) any equipment, part or component not manufactured or designed by CHS; or (iii) any part that is subject to wear or consumption, such as filters, wear surfaces, feed rolls, scrap cutter blades, lubricants and relays. For equipment, parts, or components not manufactured or designed by CHS, the Purchaser shall have only the warranty provided by the manufacturer of such equipment, part or component, a copy of which warranty will be provided to the Purchaser on request.

All costs for rigging, dismantling and reassembling the equipment, together with any building modifications required for any repair or replacement covered by this warranty shall be the responsibility of the Purchaser. CHS’ obligations under the terms of this warranty (but not the duration thereof) shall be suspended during any period when the Purchaser is in default of any obligation to CHS, regardless of whether the default is related to the equipment or any other matter.

**IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISE BY CHS WITH REFERENCE TO THE EQUIPMENT.**

**IN NO EVENT SHALL CHS BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NIDEC CHS’ LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE DESIGN, MANUFACTURE, SALE, REPAIR OR OPERATION OF THE WARRANTED EQUIPMENT OR FOR ANY SERVICES PROVIDED (OR NOT PROVIDED) BY CHS SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THAT EQUIPMENT OR THE PART THEREOF OR SERVICES WHICH GIVES RISE TO THE CLAIM, WHETHER SUCH CLAIM IS FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THE ABOVE WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. CHS SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION.**