

Machine Safety Management Limited Warranty



Machine Safety Management Corporation ("MSMC") warrants that each of the following Products will be free from defects in material and workmanship for the time period provided:

- **FIVE YEARS** from the date of sale for Easy Off power control.
- **ONE YEAR** from date of sale for all other items.

MSMC will repair or replace (in its sole discretion) each Product subject to this limited warranty that MSMC verifies as having defects in original materials or workmanship. **REPAIR OR REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE UNDER THIS LIMITED WARRANTY.** MSMC's limited warranty is conditioned upon the prepaid transportation return of the Product claimed to be defective per MSMC RGA Policy. For RGA policy details contact MSMC. Once the product arrives at MSMC it will be inspected. If inspection of the Product does not disclose any defect in materials or workmanship, customer will be notified for approval of any repairs that may include cost of parts, labor, and transportation or the cost of a replacement Product. **Any repaired or replacement Product provided under this limited warranty will be subject to the warranty period applicable to the original Product and no additional warranty is provided.**

MSMC makes no warranty on standard wear. This warranty does not cover, and MSMC shall not be liable for, defects or failures resulting from improper or lack of maintenance or wear caused by faulty installation, misapplication, misuse, accident, corrosion, freezing or heat, tampering, substitution of genuine MSMC's parts, or disassembly and/or repairs not performed by MSMC. This warranty also does not cover, and MSMC shall not be liable for, any malfunction, damage or wear caused by the incompatibility of any MSMC Product with structures, accessories, products or materials not supplied by MSMC. In addition, MSMC makes no warranty, and disclaims all implied warranties of MSMC, such as, but not limited to machine tools, support structures, machine tool manufacturer's replacement parts. This warranty only covers the initial purchaser.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MSMC DISCLAIMS AND IN NO EVENT SHALL MSMC BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF HOW THEY MAY OCCUR. ANY ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT WITHIN 1-YEAR FROM THE DATE OF THE ALLEGED BREACH.

FOR MACHINE SAFETY MANAGEMENT CANADA CUSTOMERS

The parties acknowledge that they have required that the present document, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto, be drawn up in English. Les parties reconnaissent avoir convenu que la rédaction du présente document sera en anglais, ainsi que tous documents, avis et procédures judiciaires exécutés, donnés ou intents à la suite de ou en rapport, directement ou indirectement, avec les procédures concernées.