

# Warranty

#### **Statement of Warranty**

KME CNC guarantees, to the original purchaser (Purchaser), all of its equipment and designs to be free from defects in materials or workmanship for a period of 12 months from the actual shipment date from KME CNC to Purchaser. If the product is found to be defective during the warranty period, KME CNC will, at its option, either repair or exchange the defective product with an identical or equivalent replacement product with substantially equivalent or superior specifications, provided that the equipment is shipped, with previous factory authorization, freight prepaid, to KME CNC in Irvine, California. KME CNC is not responsible for removal, installation, or any other expenses incurred in shipping the equipment to our location. This is not an unconditional guarantee against all hazards or failures (see Exclusions from Warranty). This warranty is made to the original purchaser and is not transferable. The products are manufactured to KME CNC's current product specifications. It may vary in details of design and construction from descriptions in literature or samples, displays or other models inspected by Purchaser previously. Under no circumstances will KME CNC be responsible for any expenses in connection with repairs made by anyone other than the factory unless KME CNC has specifically authorized such repairs in writing.

#### **Warranty Procedures**

All claims under this limited warranty shall be deemed waived unless received by KME CNC within 10 days of delivery if visibly damaged or defective, and, otherwise, within 30 days after the defect to which each claim relates is discovered. Immediately upon identifying a problem which you believe to be a failure subject to the product's limited warranty, you must contact KME CNC at the address or telephone number listed on this form. Be prepared with the following information:

- · Proof of purchase documentation
- · Your product's serial number
- · A description of the problem or failure

You must work with our technical support staff to help diagnose the problem. This may include performing routine diagnostic procedures. The technician will determine if the problem can be solved over the telephone or if return for repair is required. Upon determining that the product has failed under the terms of the warranty, and that return to the repair facility is required.

KME CNC will provide you with the following information:

- · A Return Merchandise Authorization (RMA) number
- · The address to which your product must be sent

Systems must be shipped, at the purchaser's cost, insured, and in their original shipping containers and packing material or otherwise adequately packed for shipment, and the RMA number must appear clearly on the outside of the package. If the product is damaged during shipment or received in inadequate packaging, this warranty may not apply.



### **Exclusions from Warranty**

This warranty is contingent upon proper use of the product by Purchaser. This warranty does not apply to products which have been incorrectly installed or which have been subjected improperly to extreme operating or environmental conditions; to products subjected to modification, tampering, or repair by any party other than KME CNC; or to products damaged by negligence, casualty, improper service, or maintenance. The warranty does not apply to products damaged as a result of the purchaser's failure to comply with any of the procedures specified in the product's operating instructions or exceeding advertised / documented torque spec limits. This warranty does not apply to failure caused by normal wear and tear, or to physical damage to components which may occur during normal use.

#### No Recovery of Consequential or Special Damages

KME CNC shall not be liable for any consequential or special damages based on negligence, breach of warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement. Additionally, consequential and special damages shall be not recoverable even if the repair or replacement remedy for KME CNC's breach of its limited warranty fails of its essential purpose or for any other reason.

#### **Limitation of Remedy**

Purchaser's exclusive remedy and the limit of KME CNC's liability for breach of the limited warranty set forth above, whether based on negligence, breach of warranty, strict liability, or any other theory, shall be, at KME CNC's option, repair or exchange of the defective product, F.O.B. Irvine, California, with an identical or equivalent replacement product with substantially equivalent or superior specifications.

#### **Disclaimer of Warranties**

Except as expressly provided above, this product is provided "as is" without warranty of any kind, and KME CNC expressly disclaims all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. If the product has a manufacturing defect, your sole remedy is the repair or replacement remedy stated in this warranty, and under no circumstances shall KME CNC be liable for any other damage or loss, whether direct, incidental, special or consequential, arising out of the use of, or the inability to use, the product.

## **Customer Acknowledgement**

terms of the agreement, specifications of the unit(s), and the capabilities. I have also been provided with the warranty information for KME Products.	
Customer Signature	Date
Printed Name	

I have read and understand the information on this quote. I have been informed of what will be included the