



DN Solutions America Corp. LIMITED WARRANTY FOR NORTH AND SOUTH AMERICA

DN Solutions America Corporation (DNSA) extends this Limited Warranty to the “Purchaser” provided said Purchaser (i) is the machine’s original purchaser, (ii) buys the machine from an authorized DNSA dealer or DNSA, and (iii) buys the machine other than for resale. DNSA warrants to the Purchaser that DNSA’s machine tools shall be free of defects in materials and workmanship.

For a period of two (2) years of operation from completion of installation, or for a period of twenty-seven (27) months from date of shipment, whichever is earlier, DNSA will, at its sole and exclusive discretion, either replace or repair any machine or part thereof defective in workmanship or material. For the first year of the warranty period the replacement is at no charge to the Purchaser. For the second year, the Purchaser is responsible for diagnostic labor, repair labor and travel expenses.

During the two-year period the Purchaser shall be responsible for performing all recommended maintenance in accordance with DNSA’s and the accessory manufacturer’s specifications. An authorized DNSA dealer or agent shall perform whatever steps are necessary to verify compliance with the warranty terms. The Purchaser shall permit the dealer or agent reasonable access during normal business hours, for a sufficient time relative to the circumstances to make this determination. This warranty is not transferrable.



All warranty repairs must either be performed by or authorized by a DNSA Authorized Service Organization. To obtain warranty service, Purchaser must contact its local DNSA Authorized Service Organization. Purchaser must provide verification of the date of delivery/installation when requesting warranty service (dated installation report). Ground freight charges (UPS regular or common carrier truck) for all warranty replacement parts are paid by DNSA. If machine is not operational, DNSA will pay next-day (where available) air shipment charges for necessary parts weighing 100 pounds or less. Materials or parts alleged to be defective shall be returned to DNSA, at DNSA's request. After the warranty repair or replacement of a defective part, DNSA's warranty for such part shall continue for ninety (90) days or for the remainder of the original Limited Warranty, whichever is longer.

WARRANTY LIMITATIONS

This warranty shall remain in effect only if the machine is used and maintained in accordance with all operating and maintenance instructions set forth in the manuals and instruction sheets furnished by DNSA and the accessory manufacturer. This Limited Warranty terminates if any warning label is removed, obliterated, obscured, or rendered fully or partially illegible; or if any safety device or recording function is removed, altered, disengaged, or rendered fully or partially inoperable. DNSA shall have no liability to repair or replace defective parts until the Purchaser has fulfilled its payment obligations. No allowance will be made for repairs or alterations made without DNSA's prior written consent or approval. This Limited Warranty provided by DNSA is only valid for machines sold and installed in the continental United States (48 contiguous states only), Canada, Mexico, Central America or South America. This Limited Warranty provided by DNSA excludes the following:



1. Locally sourced optional accessories or peripherals not manufactured by DN Solutions or supplied by the DNSA Parts Department, which shall be subject only to whatever warranty that is supplied by the manufacturer of such product. This warranty will not be less than one (1) year if purchased through DNSA.
2. Damage, malfunction, or failure caused by or resulting from improper maintenance, misuse, neglect, accident or any other cause beyond the control of the DNSA.
3. Damage, malfunction, or failure caused by modification of the machine (mechanical or electrical) without written authorization by DNSA.
4. Damage, malfunction or failure caused by installation or use of accessories or peripherals not purchased through or authorized in writing by DNSA.
5. Damage to machines or components while being transported from DNSA's warehouse or facility to destination. Machines subject to deferred installations must be stored and maintained in a dry location to minimize water condensation and according to DN Solutions recommendations and specifications. Storage in original DN Solutions packaging is recommended.
6. Paint, batteries, filters, fluids, fuses, light bulbs, or any commonly consumable or expendable item.
7. Factory installed workholding (including chucks, live centers, or fixtures, which clamp, hold, or support the work piece being machined) have a one (1) year warranty from DNSA.



8. Factory installed rotary tool holders have a two (2) year manufacturer's warranty. The rotary tool warranty requires serial number registration by the authorized installer at time of the machine installation.
9. CNC Control package (control, spindle motors and drives, and servo motors and drives) have a manufacturer's two (2) year parts and labor warranty.
10. Factory installed Renishaw probing or gauging systems, including tool setters, spindle probes and receivers, have a two (2) year warranty from Renishaw. The Renishaw warranty requires serial number registration by the authorized installer at time of the machine installation.
11. Factory installed, third-party rotary tables (including the motor, servo drive and cabling) have a one (1) year warranty from DNSA.
12. Factory installed third-party automation equipment and accessories have a manufacturer's one (1) year warranty.
13. Machines used for machining materials that are hazardous or may otherwise contribute to the premature failure of machine components or systems or be hazardous to person or persons installing, operating or servicing DN Solutions machine tools. These may include materials that are radioactive, chemically active or corrosive, highly abrasive or create dust or other by-products not normally encountered in the normal metal working environment. Such installations and applications are subject to evaluation by DNSA regarding the applicability of the standard warranty.



No person, agent, distributor, dealer or company other than DNSA is authorized to change, modify or amend the terms of this Limited Warranty in any manner. DNSA makes no warranties, guarantees or representations, express or implied with respect to the machine tool, or parts thereof, except to the extent such warranty is set forth herein. The equipment covered does not necessarily comply with any codes or standards unless specifically quoted, ordered, and so accepted.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED. DNSA'S LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO ITS PROMISE TO REPAIR OR REPLACE THE DEFECTIVE GOODS. DNSA SHALL HAVE NO FURTHER LIABILITY IN CONTRACT OR NEGLIGENCE OR UNDER ANY OTHER THEORY OF LAW OR EQUITY FOR ANY DAMAGES, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR ANY DELAY RESULTING FROM THE DEFECT. UNDER NO CIRCUMSTANCES WILL DNSA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; MACHINE DOWNTIME; DAMAGE TO OR LOSS OF MATERIAL, COST OF A REPLACEMENT OR ALTERNATIVE MACHINE, THIRD PARTY DAMAGE, FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; OR ANY LIABILITY PURCHASER MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty shall be interpreted under the law of New York, without regard to that state's conflict-of-law rules, and without application of the United Nations Convention on Contracts for the International Sale of Goods.



Any claim, lawsuit, or legal proceeding arising under or related to this Limited Warranty shall be brought in the state or federal courts in the State of New York, and the parties consent to the jurisdiction of those courts in connection with any claim, action or proceeding arising under or related to this Limited Warranty.

Note: Limited warranty valid DN Solutions America Corp. North and South America only.

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