

Resistance Welding Controls

Series Bulletin: Warranty

Date: January 2018

Supersedes: April 2014

**Warranty:**

ENTRON warrants that any of the equipment manufactured by it will be free from defects in materials and workmanship and will comply with the quoted specification and/or schematic design for that equipment. The Company further warrants that, if properly and normally used and maintained such equipment will be kept free from such defects for a period of the warranty.

The warranty period shall be either 18 months after date of shipment from ENTRON site, or twelve (12) months after the Product is placed in service, whichever occurs first. This warranty period applies unless superseded by a different term that is expressly accepted by ENTRON in writing in ENTRON's order acknowledgement document.

During that period of said warranty, ENTRON will remedy any such defects and will remedy any non-compliance with the quoted specification and/or schematic design by repair or replacement (at ENTRON's option) of the equipment or parts.

**Terms and Conditions of Warranty:**

The warranty shall not apply to defects in materials where those materials are in all respects in accordance with the Purchaser's specification.

When the equipment is sold to be used in combination with other equipment not of the Company's design or manufacture the warranty is limited to the separate equipment of the Company's design.

The warranty shall not apply to repairs and damage necessitated or caused by alterations, additions or repairs made to the equipment without the Company's consent or by the Purchaser's failure to use and maintain the equipment in a normal and proper manner.

In respect of replacement parts supplied by the Company under this Condition the warranty period specified above shall not apply and the warranty period for the original equipment shall apply instead.

In respect of any of the equipment not manufactured by the Company, the Company will transmit to the Purchaser the benefit of any warranties or conditions it receives from the manufacturer or supplier which are capable of transmission. The Company itself gives no warranty hereunder in respect of any such equipment.

To obtain repairs or replacement parts under this warranty, the defective part must be returned, prepaid, to any ENTRON Controls site (Mexico, United Kingdom or United States). Please send your repair to the attention of "Service" with a description of the problem you are experiencing, contact person and phone number.

**Limitations of the Warranty:**

The damages for which the Company is liable in respect of any one cause of action shall not exceed the sum equal to 100% of the purchase price specified in the equipment purchase agreement.

This limitation is for any and all damages, including those for personal injury, loss of profits, business revenue, goodwill, anticipated savings and, or damage caused by the Purchaser's failure to fulfil its obligations under this Agreement or arising from any matter within the Purchaser's control.

**Warranty and Transferability of Software:**

All software and/or software documentation (collectively to be referred to as "Software"), whether supplied to the Buyer as a component of the equipment or supplied as a stand-alone product, shall be considered to be "licensed" rather than "sold" to the Buyer, and the Buyer shall be licensed to use the Software under the following terms unless superseded by a different term that is expressly accepted by ENTRON in writing in ENTRON's order acknowledgement document.

ENTRON or ENTRON's licensor retains ownership of the Software and applicable copyrights, patents and trade secrets.

- Buyer, as licensee, is granted a limited, non-exclusive, royalty-free license to use the Software during the term permitted by ENTRON in writing (and perpetually for Software embedded into Products).
- The Buyer may not reverse engineer or modify the Software (except to customize the Product for Buyer's operations, as authorized by ENTRON in writing, provided that any such modifications are and shall remain the property of ENTRON), remove it from Products, or install the Software into products other than Products.
- The Buyer may not sublicense the Software, and this license terminates upon transfer of the Products to any third party.

All rights in the Software not expressly granted hereunder are reserved to ENTRON. The rights granted herein may be terminated by ENTRON upon prior written notice to Buyer if the Buyer is in default of these Standard Terms.

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