

# Anest Iwata USA, Inc. Standard Warranty

## General Warranty

ANEST IWATA USA, Inc. warrants all equipment manufactured by ANEST IWATA to be free from defects in material and workmanship on the date of sale by an authorized ANEST IWATA USA, Inc. distributor to the original purchaser for use. With the exception of any special, extended, or limited warranty published by ANEST IWATA USA, Inc., ANEST IWATA USA, Inc. will, for a period of twelve (12) months from the date of sale, repair or replace any part of the equipment determined by ANEST IWATA USA, Inc. to be defective. This warranty applies only when the equipment is installed, operated and maintained in accordance with ANEST IWATA's written recommendations.

#### **Exclusions**

This warranty does not cover, and ANEST IWATA USA, Inc. shall not be liable for general wear and tear, or any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-ANEST IWATA component parts. Nor shall ANEST IWATA USA, Inc. be liable for malfunction, damage, or wear caused by the incompatibility of ANEST IWATA equipment of structures, accessories, equipment or materials not supplied by ANEST IWATA USA, Inc., or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by ANEST IWATA USA, Inc.

### Conditions & Limits of Liability

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective for examination by ANEST IWATA USA to verify the claimed defect. If the claimed defect is verified, ANEST IWATA USA, Inc. will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor, and transportation.

This warranty is exclusive, and is in lieu of any other warranties, express or implied, including but not limited to warranty of merchantability or warranty of fitness for a particular purpose.



ANEST IWATA USA, Inc. makes no warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose in connection with accessories, equipment, materials or components sold but not manufactured by ANEST IWATA. These items sold, but not manufactured by ANEST IWATA (such as electric motors, switches, hose, etc.), are subject to the warranty, if any, of their manufacturer. ANEST IWATA USA, Inc. will provide purchaser with reasonable assistance in making any claim for breach of these warranties.

In no event will ANEST IWATA USA, Inc. be liable for indirect, incidental, special or consequential damages resulting from ANEST IWATA USA, Inc. supplying equipment hereunder, or the furnishing performance, or use of any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of ANEST IWATA USA, or otherwise.

#### Remedy

ANEST IWATA USA, Inc. sole obligation and buyer's sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought within two (2) years of the date of sale.

#### Unauthorized Reseller/Gray Market Products

ANEST IWATA USA, Inc. does not warrant products purchased from unauthorized resellers or gray market channels.

Due to an increase in unauthorized/gray market product, all warranty claims submitted to Anest Iwata USA, Inc. <u>must</u> be accompanied by an original sales receipt, sales order, or order acknowledgement from either Anest Iwata USA, Inc. or an <u>authorized</u> ANEST IWATA USA, Inc. distributor.

ANEST IWATA USA, Inc. will reject any warranty claim submitted without an original proof of purchase from an authorized sales agent.