



NEW EQUIPMENT LIMITED WARRANTY POLICY AND PROCESSING PROCEDURES

Warranty Statement and Periods

Macrodyne Technologies Inc. warrants our manufactured products to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the specifications for the periods shown below. Under no circumstances shall warranty coverage be provided unless full payment for the equipment has been received.

Equipment and components manufactured by Macrodyne:

One (1) year after date of shipment.

Sub-supplied components:

In accordance with each subsupplier's respective warranty.

2. Limitations to Warranty

This warranty is expressly in lieu of any other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The laws of the province of Ontario, Canada shall govern the warranty granted herein.

- 2.1 The term "Buyer" as used herein means the person or firm that purchased the product directly from Macrodyne Technologies Inc.
- 2.2 Buyer's sole and exclusive remedy under this warranty shall be limited to the repair or exchange of warranted products at Macrodyne's option, Ex Works point of original shipping.
- 2.3 In the event that a warranty issue arises which requires the on-site support from a Macrodyne technician, Macrodyne will provide the on-site labor free of charge, based on the following:
 - Macrodyne exclusively reserves the right to determine if a warranty issue requires on-site support from a Macrodyne technician and will only travel for tasks that cannot be reasonably completed by the Buyer's maintenance personnel.
 - Travel time, travel and living expenses are not included. Travel time will be invoiced in accordance with our standard field service rates and all travel & living expenses will be billed at cost.
 - Labor for warranty issues is provided during regular business hours only. In the event that warranty labor is required outside of regular business hours, an overtime premium will apply.
- 2.4 Equipment and accessories not of Macrodyne's manufacture but supplied by Macrodyne are warranted to the extent of the original manufacturer.
- 2.5 Macrodyne Technologies Inc. does not warrant vendor or customer supplied items but agrees to transfer the original manufacturer's warranty if transferable.
- 2.6 If the Buyer or their agent grants to an end user any warranty that is greater in scope, time period or labor allowances than the warranty stated herein, Macrodyne Technologies Inc. shall not be responsible for such extended provisions.
- 2.7 Special, incidental, consequential or other damages are expressly excluded. Macrodyne Technologies Inc., its agents or subcontractors shall not be liable for consequential damages or contingent liabilities, whether direct or indirect and whether or not resulting from, or contributed to by default or negligence. Excluded damages include, but are not limited to, loss of life, personal injury, loss of crops, loss due to fire or water damage, loss of business income, downtime costs and trade or other commercial loss arising out of the failure of the product. Macrodyne Technologies Inc. will in no event be liable for any sum in excess of the price received for the specific component for which liability is claimed or associated.
- 2.8 The above warranty does not cover conditions over which we, Macrodyne Technologies Inc., have no control, including, without limitation, contamination, incorrect power supply, pressures in excess of the recommended maximum, products damaged or subjected to voltage, humidity or temperature outside the specified range, accident, abuse, or misuse after shipment from our factory, products altered disassembled or repaired by anyone other than Macrodyne Technologies Inc. personnel or persons so designated in writing by Macrodyne Technologies Inc. prior to commencement of said work.
- 2.9 No products shall be returned without prior authorization from Macrodyne Technologies Inc.
- 2.10 Buyer shall prepay all transportation charges for the return of such products to Macrodyne's factory. There will be no acceptance of any charges for labor, overhead and/or parts incidental to the removal and remounting of products repaired or replaced under this warranty.

NEW EQUIPMENT LIMITED WARRANTY POLICY AND PROCESSING PROCEDURES

- 2.11 Macrodyne Technologies Inc. will not be held liable for any damage or injury resulting from a requested pre-setting of any variable component. Systems should be started in a safe condition and variables adjusted appropriately to assure system function avoiding harm or damage to people and/or equipment.
- 2.12 All repair and replacement parts provided under this warranty shall assume the identity, for warranty purposes, of the part replaced and the warranty on such replaced part will expire when the warranty on the original part would have expired.
- 2.13 Claims must be submitted within ten (10) days of failure or be subject to rejection.
- 2.14 This warranty is not transferable beyond the first using purchaser.
- 2.15 Types of damage or failures which are not attributable to defects in materials and/or workmanship and which are not considered by Macrodyne Technologies Inc. as part of the warranty coverage include but are not limited to damage or failure due to:
- Deterioration during periods of storage by the Buyer prior to installation and operation.
 - Any kind from erosive or corrosive action of any gases or liquids handled by the machinery.
 - Lack of or incorrect type of hydraulic fluid, lubricants and airline additives.
 - Contamination of the hydraulic fluid, lubricants, airline additives or oil systems.
 - Air in hydraulic systems.
 - Accident, abuse, negligence or abnormal conditions.
 - Stripped splines or keyways on drive shafts.
 - Incorrect mounting of external gears, pulleys, etc.
 - Operating below or above the recommended minimum and/or maximum speed, pressure, temperature, voltage, current and humidity or other specified limitation.
 - Improper filtration.
 - Repairs by unauthorized personnel.
 - Use of the product in a manner or purpose for which it was not designed or intended by Macrodyne Technologies Inc.
 - Misalignment, incorrect wiring, high vibration.
 - Ordinary wear and tear.
 - Improper installation and/or improper operation.
 - Losses during shipping and handling of the product or otherwise not the fault of Macrodyne Technologies Inc.
- 2.16 Wherever possible, each provision of the foregoing warranty shall be interpreted in such a manner as to be effective and valid under the applicable law. If any provision of this warranty shall be prohibited by or invalid under applicable law, such provisions shall be effective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

3. Warranty Processing Procedures

- 3.1 All products to be submitted for warranty consideration must be shipped prepaid to Macrodyne Technologies Inc. for warranty inspection and evaluation.
- 3.2 Macrodyne Technologies Inc. will not accept receipt of products returned for warranty consideration without freight being prepaid by the customer.
- 3.3 A purchase order for the inspection and evaluation must be supplied for all products returned to Macrodyne Technologies Inc. for warranty consideration. The purchase order must indicate return shipping instructions.
- 3.4 A Return Goods Authorization (RGA) number must be obtained prior to product being returned for warranty consideration. The RGA number can be obtained by contacting Macrodyne. To ensure proper identification of the product and source on receipt of the product by Macrodyne Technologies Inc., the returned product and associated documentation must be tagged with the corresponding RGA number.
- 3.5 Macrodyne Technologies Inc. will not accept receipt of products returned for warranty consideration without an RGA number.
- 3.6 Products being submitted for warranty consideration will be received from third parties as long as Macrodyne Technologies Inc. supplied the product and Macrodyne Technologies Inc. has issued an RGA number.
- 3.7 Products repaired under warranty may be "drop shipped" to third parties if requested by the original Macrodyne Technologies Inc. customer. The invoice (if applicable) and inspection report will be sent to the original customer.

NEW EQUIPMENT LIMITED WARRANTY POLICY AND PROCESSING PROCEDURES

- 3.8 Products returned for warranty consideration, which are found to be defective in material and/or workmanship and are within the stated warranty period, will be repaired and tested at no charge.
- 3.8.1 Repairs performed under warranty will be warranted against further defects in material or workmanship for the balance of the original warranty time.
- 3.9 If damage to the product is beyond economical repair and the cause of the failure is attributable to faulty materials or workmanship, Macrodyne Technologies Inc. may scrap the returned product and supply a new replacement product. Alternatively, a credit may be issued for a value equal to the original purchase price of the product.
- 3.9.1 Products replaced under warranty will be warranted against further defects in material or workmanship for the balance of the original warranty period.
- 3.9.2 The defective product becomes the property of Macrodyne Technologies Inc. and we will dispose of it.
- 3.10 If a product is returned for warranty consideration and is denied warranty coverage for any reason, the customer will be charged for the inspection and repair even though the product is still within the warranty time period.
- 3.10.1 If the customer does not approve the repair: The product will be returned to the customer as is and the customer will be liable for the inspection fee. Where applicable and upon instruction from the customer the product can be disposed of by Macrodyne Technologies Inc. In this case the inspection fee will apply.
- 3.10.2 If the customer approves the repair: The repair and test will be done in accordance with the quotation provided and against the amended purchase order from the customer. Repairs made on such products will be warranted for the balance of their original warranty period.
- 3.10.3 In all cases the customer is responsible for freight charges.
- 3.11 If a product returned to Macrodyne Technologies Inc. for warranty consideration is found to be not defective in materials and workmanship, and is found to be in good working order:
- 3.11.1 The customer will be responsible for the inspection, rebuild, testing and freight both ways and for the cost of any parts requiring replacement following the inspection.
- 3.11.2 Such products will be warranted for the balance of their original warranty period.
- 3.12 Approval for repair or rebuild:
- 3.12.1 In cases where the warranty is granted: The product will be repaired or rebuilt and returned to the customer within a reasonable amount of time.
- 3.12.2 In cases where warranty is not granted: Macrodyne Technologies Inc. requires the customer's instructions regarding the repair or rebuild of the product within a reasonable amount of time. If no response has been received within 3 months from date of the report, the product will be returned as is, and the customer will be invoiced for the inspection charge. Freight will be the responsibility of the customer.
- 3.13 Products returned for warranty consideration should not contain the customer's fittings, couplings, connectors, etc. Macrodyne technologies Inc. does not assume responsibility for the return of such fittings, couplings, hoses, cables, connectors, etc.
- 3.14 Warranty on-site labor:
- 3.14.1 In the event that a warranty issue arises which requires the on-site support from a Macrodyne technician, Macrodyne will provide the on-site labor free of charge. Travel time, travel and living expenses are not included.
- 3.14.2 A valid purchase order from the Buyer covering the travel time, travel and living expenses will be required prior to scheduling a service call.
- 3.14.3 In the event it is determined that the service call is not covered by warranty, the on-site labor will be billed in accordance with our standard field service rates
- 3.14.4 In the event the Buyer does not subsequently pay for travel, time, travel and living expenses as agreed and outlined on their purchase order, suspension of warranty privileges may result.