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# Magtrol Limited Warranty

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Magtrol, Inc. warrants its products to be free from defects in material and workmanship under normal use and service for a period of twenty-four (24) months from the date of shipment. Software is warranted to operate in accordance with its programmed instructions on appropriate Magtrol instruments. This warranty extends only to the original purchaser and shall not apply to fuses, computer media, or any other product which, in Magtrol's sole opinion, has been subject to misuse, alteration, abuse or abnormal conditions of operation or shipping.

Magtrol's obligation under this warranty is limited to repair or replacement of a product which is returned to the factory within the warranty period and is determined, upon examination by Magtrol, to be defective. If Magtrol determines that the defect or malfunction has been caused by misuse, alteration, abuse or abnormal conditions of operation or shipping, Magtrol will repair the product and bill the purchaser for the reasonable cost of repair. If the product is not covered by this warranty, Magtrol will, if requested by purchaser, submit an estimate of the repair costs before work is started.

To obtain repair service under this warranty, purchaser must forward the product (transportation prepaid) and a description of the malfunction to the factory. The instrument shall be repaired at the factory and returned to purchaser, transportation prepaid. **MAGTROL ASSUMES NO RISK FOR IN-TRANSIT DAMAGE.**

THE FOREGOING WARRANTY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. MAGTROL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS WHETHER IN CONTRACT, TORT, OR OTHERWISE.

## CLAIMS

Immediately upon arrival, purchaser shall check the packing container against the enclosed packing list and shall, within thirty (30) days of arrival, give Magtrol notice of shortages or any nonconformity with the terms of the order. If purchaser fails to give notice, the delivery shall be deemed to conform with the terms of the order.

The purchaser assumes all risk of loss or damage to products upon delivery by Magtrol to the carrier. If a product is damaged in transit, **PURCHASER MUST FILE ALL CLAIMS FOR DAMAGE WITH THE CARRIER** to obtain compensation. Upon request by purchaser, Magtrol will submit an estimate of the cost to repair shipment damage.



Testing, Measurement and Control of Torque-Speed-Power • Load-Force-Weight • Tension • Displacement

[www.magtrol.com](http://www.magtrol.com)

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### Subsidiaries in:

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