

Limited Warranty

Terms and Conditions for Limited Warranty and Repairs

Warranty

All Xplot-MAC mechanical components are warranted against manufacturer's defects in material and workmanship for a period of 6 months from the time of shipment from Xplot-MAC's facilities. All Xplot-MAC components are similarly warranted for a period of 6 months from the time of shipment from Xplot-MAC's facilities. Xplot-MAC's sole obligation under this warranty is limited to repairing a product or, at its option, replacing the product, without additional charges, provided the item is properly returned to Xplot-MAC for repair as discussed below. The provisions of this warranty shall not apply to any product which has been subjected to tampering, abuse, improper setup or operating conditions, misuse, lack of proper maintenance or unauthorized user adjustment. Xplot-MAC makes no warranty that its products are fit for any use or purpose to which they may be put by the customer, whether or not such use or purpose has been disclosed to Xplot-MAC in specifications or drawings previously or subsequently provided, and whether or not Xplot-MAC's products are specifically designed and/or manufactured for such a purpose.

Note: Drive motors (servo or stepper) are considered "mechanical components".

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HERE DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Limitation of Remedy

In no event shall Xplot-MAC be liable for any incidental, consequential, or special damages of any kind of nature whatsoever. Xplot-MAC is in no way liable for any lost profits arising from or connected to this agreement or items sold under this agreement, whether alleged to arise from breach of contract, expressed or implied warranty, or in tort, including, without limitation, negligence, failure to warn, or strict liability.

Return Procedure

Before returning any equipment in or out of warranty, the customer must first receive a return authorization number and packing instructions from Xplot-MAC. No claim will be allowed nor credit given for products returned without such authorization. Proper packaging and insurance for transportation is solely the customer's responsibility. After approval from Xplot-MAC, the products should be returned with a statement of the problem and transportation prepaid. If upon examination, warranted defect exists, the product will be repaired or replaced at no charge and shipped, prepaid, back to the customer. Return shipment will be by common carrier (e.g. UPS). If rapid delivery is requested by customer, then such transport is at the customer's expense. If an out-of-warranty situation exists, the customer will be notified of the repair or authorize the product to be shipped back as is, at the customer's expense. In any case, a restocking charge of 30% will be charged on all items returned to stock.

Field Service

Repairs are ordinarily done at Xplot-MAC's, Leidschendam <NL> facility where all necessary instrumentation is available. This instrumentation is difficult to transport so that field service is severely limited and will only be supplied at Xplot-MAC's discretion. If field service is required and is performed at Xplot-MAC's sole discretion, all relevant expenses, including transportation, travel time, subsistence costs, and the prevailing costs per hour (eight-hour minimum) are the responsibility of the customer.

Unforeseen Circumstances

Xplot-MAC is not liable for delay or failure to perform any obligations hereunder by reason of circumstances beyond its reasonable control. These circumstances include, but are not limited to, accidents, acts of God, strikes or labor disputes, laws, rules, or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials, and any other event beyond Xplot-MAC's control.

Entire Agreement/Governing Law

The terms and conditions contained herein shall constitute the entire agreement concerning the terms and conditions for the limited warranty described hereunder. No oral or other representations are in effect. This agreement shall be governed in all respects by the laws of The Netherlands. No legal action may be taken by any party more than 1 year after the date of purchase.

Xplot-MAC reserves the right to change designs, specifications, prices, and any applicable documentation without prior notice.