

MAXXEGUARD

WARRANTY AND LIABILITY

Unless defined otherwise, the following warranty conditions will apply:

- The manufacturer will provide a warranty to the first user for the first twelve months after delivery.
- Defects must be reported to the manufacturer before the end of the warranty term.
- The warranty will apply to defects that:
 - occur during normal use of the machine/installation,
 - are caused by defective construction or materials,
 - are caused by defective craftsmanship of the manufacturer.
- The warranty will lapse when the defects are caused by:
 - normal wastage,
 - inexpert or improper use,
 - use of other commodities than prescribed.
- In event of defect, the manufacturer will:
 - replace the parts and the manufacturer will become the owner of the replaced parts.
 - repair the defects,
 - opt for a different solution when repair is simply not possible. The client must give the manufacturer the opportunity to repair possible defects.

Concerning parts required from third parties, their warranty terms and conditions may differ from the above. In this case these will be applied.

The manufacturer maintains the right to modify its machines/installations without previously notifying owner

Unless stated otherwise, the warranty and liability conditions as included in the ‘*General Terms of Delivery and Payment’ published by the Metal Union (Metaalunie) will apply. They are referred to as METAL UNION CONDITIONS or as ‘*SMECOMA CONDITIONS’.

Attention must be paid to the following restrictions of liability:

The manufacturer is **not liable** for unsafe situations, accidents and damage as a consequence of neglecting warnings or requirements displayed on the machine/installation or in this documentation, for instance:

- inexpert or improper use or maintenance;

- the use of other applications or under other circumstances than described in this documentation;
- the use of other than the described parts;
- repairs without permission of the manufacturer;
 - modifications to the machine/installation. Which include:
 - modifications to the control system;
 - welding and mechanical modifications;
 - extending the machine/installation or the control system

In addition, the manufacturer is **not liable**:

- when the client has not fulfilled all financial or other obligations towards the manufacturer;
- for consequential damage as result of failure or defects to the machine/installation, for example damage to products or products to be processed, business interruption, delay, etc.