

# DMG MORI LIMITED WARRANTY



## GENERAL TERMS

Machines, Products, Parts and Replacement Parts ("Equipment") sold by DMG MORI or DMG MORI authorized distributors are warranted by the applicable DMG MORI North American office ("DMG MORI NA") to be free from defects in material and workmanship in accordance with the following terms and limitations ("Warranty"). This Warranty only applies to Equipment delivered in North America. Warranty term for Machines commences on the earliest of (i) date of installation (ii) date of execution of the Certificate of Inspection and Acceptance or (iii) 60 days after delivery. Warranty terms for all other Equipment commence on the date of shipment. The purchaser will be responsible for any service that is not covered by this Warranty ("Standalone Service"). Warranty term for Standalone Service commences on the date of service.

DMG MORI NA's obligation under this Warranty shall be to repair or replace, at its option, the defective Equipment. If DMG MORI NA is unable to repair or replace the Equipment within 6 months from date DMG MORI NA is notified of the defect, DMG MORI NA may satisfy its obligation under this Warranty by repossessing the Equipment and refunding the purchase price of the Equipment. Requests for Warranty service must be made within the applicable Warranty term, at the first instance, to DMG MORI NA or the DMG MORI authorized distributor that sold the Equipment. Equipment must be made available for inspection by DMG MORI NA within a reasonable time. This Warranty is not transferable without the written consent of DMG MORI NA.

Any legal action in connection with this Warranty must be commenced no later than one (1) year after the expiration of the applicable Warranty term or one (1) year after DMG MORI NA or its affiliates cease efforts to repair the Equipment, whichever comes later.

## OBTAINING WARRANTY SERVICE

To secure warranty service:

- **Exterior Damage from Shipping or Handling.** (1) Report to carrier at time of delivery; and (2) Report to DMG MORI NA within one (1) week of carrier claim date and include photos of damage. In addition, for Parts and Replacement Parts ("Spare Parts"), packing list must be attached along with completed warranty claim form when returning to DMG MORI.
- **Spare Parts.** (1) Order replacement for the defective Spare Part; and (2) Return defective Spare Part to DMG MORI NA within two (2) weeks of Replacement Part shipment. If DMG MORI NA inspection shows the part to be defective, a credit will be issued against the purchase order for the Replacement Part.

## EXCLUSIONS

This Warranty does not cover the following:

- Depreciation or damage caused by: (1) Any service (including installation) not performed by DMG MORI or a party authorized by DMG MORI; (2) Lack of or improper care or maintenance; (3) Abuse or misuse; (4) Accident; (5) Use of unauthorized parts or peripherals; (6) Modification or alteration not approved by DMG MORI; (7) Normal wear; (8) Negligence of shipper or rigger; (9) Disablement arising from unauthorized movement of Equipment after installation; (10) Any other cause beyond the control of DMG MORI; or (11) For Spare Parts stored in purchaser facility, improper or unsecured storage.
- Paint, batteries, fuses, filters, lubrication metering units, fluids, lights or any other replaceable item.

EXCEPT AS SET FORTH HEREIN, DMG MORI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO (a) ANY WARRANTY OF MERCHANTABILITY; OR (b) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DMG MORI MAKES NO WARRANTY AS TO THE QUALITY, FINISH, ACCURACY OR TOLERANCE, COMPLIANCE WITH ELECTRICAL, HYDRAULIC, PNEUMATIC OR OTHER SAFETY CODES REQUIRED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY, OR AS TO THE EFFICIENCY, PRODUCTIVITY OR PERFORMANCE OF ANY EQUIPMENT. IN NO EVENT SHALL AGGREGATE LIABILITY OF DMG MORI UNDER ANY THEORY OF RECOVERY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IN NO EVENT SHALL DMG MORI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THE PURCHASE OF EQUIPMENT OR USE OR INABILITY TO USE THE EQUIPMENT, TO THE EXTENT THAT THIS LIMITATION IS PERMITTED BY APPLICABLE LAW.

Warranty	Term
Machines	24 Months
Partner Products (Non-DMG MORI manufactured peripherals provided through approved partners)	24 Months
Products (all other products)	As provided by Original Equipment Manufacturer
Replacement Parts	6 Months
New Spindle	12 Months
Exchange Spindle	6 Months
Rebuilt Spindle (new spindle shaft)	12 Months
Rebuilt Spindle (existing spindle shaft)	6 Months
High Speed Spindle Replacement	6 Months
Standalone Service	30 Days