

## Product Warranty and Repair Policy

### 1. Warranty

QuickSilver Controls, Inc. ("QuickSilver") warrants that the goods described in this warranty are free from defects in workmanship and materials.

### 2. Covered Goods

Unless otherwise indicated at time of sale, this warranty covers all of QuickSilver's motion control products and each of their component parts ("Covered Goods").

### 3. Duration of Warranty

The warranty provided in Section 1 hereof is valid for the following warranty period ("Warranty Period"). For sales made by QuickSilver to an authorized distributor or directly to a customer, this Warranty Period shall be two (2) years for standard products and one (1) year for IP65 rated products and shall begin when the Covered Goods are received by such distributor or direct customer from QuickSilver.

### 4. Parties To Whom This Warranty Extends

This warranty extends to the following parties only ("Covered Party"): (a) customers to whom QuickSilver directly sells Covered Goods; (b) authorized distributors to whom QuickSilver sells Covered Goods; and (c) the original purchaser of Covered Goods who purchased such Covered Goods directly from an authorized dealer of QuickSilver within the distributor's authorized territory.

### 5. Repair Policy And Procedure

In the event of a defect, malfunction or other failure of the Covered Goods not caused by any of those items set forth in Section 6 below ("Excluded Items"), QuickSilver shall remedy such failure or defect, without charge to the Covered Party, within a reasonable time. The remedy will consist of repair or replacement of the Covered Goods, or refund of the purchase price, at QuickSilver's sole discretion. Replacement units may be either new or reconditioned units, at QuickSilver's sole discretion.

If QuickSilver elects repair, it will issue a written return merchandise authorization which shall represent QuickSilver's authorization for the Covered Party to return the Covered Goods to QuickSilver for warranty repair ("Return Merchandise Authorization"). No product shall be returned to QuickSilver for repair covered under this warranty without a prior written Return Merchandise Authorization issued by QuickSilver Controls. Return merchandise shall be properly packaged, and shall be shipped prepaid by Covered Party to QuickSilver Controls, Inc. All completed repairs are FCA QuickSilver Controls, San Dimas, CA. All returns are subject to an evaluation fee (see QuickSilver's current price list), as follows:

- a. The evaluation fee is waived if the repair is covered under this warranty;
- b. If the repair is not covered under this warranty, an evaluation fee will be charged;
- c. If no defect or other problem is found to exist, or if the customer elects not to repair the product, the evaluation fee will be charged; and
- d. The evaluation fee will be waived if a new unit is purchased.

Once a unit is evaluated, the customer will be notified of the problem, warranty status and the cost (if any). QuickSilver shall provide this notice by telephone or by way of a Unit Repair Status written form, if requested by the customer. Repairs shall be made only if authorized by the customer.

Unless otherwise provided in writing by QuickSilver, QuickSilver warrants all replaced components made under this warranty for a period of nine (9) months from the date the repair is completed or for the remainder of the original Warranty Period whichever is longer.

## **6. Excluded Items**

This warranty does not cover damage, malfunction or other failure of the goods (collectively "Damage") caused by any misuse or damage of the produce while in the possession of the purchaser, including but not limited to the following ("Excluded Items"):

- a. Damage caused by over voltage, including application of voltage without the presence of an approved clamp circuit;
- b. Damage caused by hot-plugging (connecting or removing connectors with signals and/or power applied) the product;
- c. Damage caused by the application of improper signals to the product;
- d. Physical Damage to the product including, but not limited to, damage caused by dropping, abuse, mishandling, modifications, or improper packing for shipping;
- e. Damage caused by exceeding shaft force specifications;
- f. Damage caused by water, other fluids, condensation, or continuous high humidity operation;
- g. Damage caused by operation in corrosive environments;
- h. Damage caused by exceeding any other specifications of the product;
- i. Modification, alteration, repair or service of the product by anyone other than QuickSilver;
- j. Modification or alteration of product software including but not limited to firmware downloads to Processor memory and modification of the Factory Block information in the Non-Volatile Memory by anyone other than QuickSilver.
- k. Damage of IP65 servos caused by shaft seal failure as a result of improper installation or maintenance. Shaft seals are a wear item and need to be periodically replaced which is not covered under warranty.

**7. Disclaimer**

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. QUICKSILVER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF THE FITNESS OF THE SAME FOR ANY PURPOSE. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE ADEQUACY OF THE PRODUCT FOR ANY AND ALL USES TO WHICH THE PURCHASER APPLIED THE PRODUCT, AND THE APPLICATION OF THE PRODUCT BY PURCHASER WILL NOT BE SUBJECT TO ANY IMPLIED WARRANTY OF FITNESS FOR THAT PURPOSE. UNDER NO CIRCUMSTANCES SHALL QUICKSILVER BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES