

# PACKAGE A: VMI 3500 INDUSTRIAL CD BUFFER WITH 1 YEAR PARTS & LABOR WARRANTY

## LIMITED WARRANTY AND LIMITATION OF LIABILITY

### LIMITED WARRANTY

Subject to the limitations set forth below, VenMill Industries, Inc. ("VenMill") warrants to the person or entity that originally purchased the VenMill 3500 Industrial Buffer (the "Product") from VenMill or its authorized distributor or reseller (the "Purchaser") that the Product will be free from defects in material and workmanship for a period of one year from the date of the original purchase or 30,000 cycles, whichever comes first.

### NON-APPLICABILITY OF WARRANTY

The Limited Warranty provided herein for Product will not be applied to and does not cover:

- Any Product damage or defects resulting from misuse, abusive operation, improper handling or storage, negligence, or insufficient care by a party other than VenMill.
- Any Product that, in VenMill's sole and absolute judgment, has been operated (either directly or through a voltage conversion device) with an electrical current other than the electrical current specified on the Product's label. The North American Product is labeled and designed for 110 Volts /60 cycles (the "North American Product") and other countries with power compliant to 110 Volts/60 cycles. The International Product is labeled and designed for 220 Volts/50 cycles (the "International Product").
- Any Product that has been tampered with, reconfigured, adjusted or repaired by any party other than an authorized VenMill technician or its agent.
- Any Product damage or defects resulting from the use of non-VenMill consumables or parts and accessories. For purposes of this document consumables are defined to include, but not be limited to, the buffing wheels that come in contact with the disc being repaired and the liquid that is applied to the disc to facilitate the repair process.
- Any Product whose affixed serial number has been defaced, modified, or removed.
- Any Product that has been run in excess of 30,000 cycles.
- Any Product purchased from an unauthorized distributor.

In case any of the above applies, the Product is sold "AS IS" without any warranty whatsoever, including, without limitation, the warranty described herein, notwithstanding anything stated herein to the contrary.

### UNAPPROVED/UNCERTIFIED USE

VenMill, its employees, contractors and agents specifically disclaim any liability for any harm that may result from any unapproved or uncertified use of the Product. The North American Product is labeled, authorized and certified for use only in North America and any other location operating on 110 Volt/60 Hertz standard electric current. Any Purchaser that purchases a North American Product for use in a location other than a location operating on 110 volt/ 60 hertz standard electric current does so at Purchaser's own risk. The International Product is labeled, authorized and certified for use only in locations operating on 230 volt/ 50 hertz standard electric current. Any Purchaser that purchases an International Product for use in a location other than a location operating on 230 Volt/50 hertz standard electric current does so

at Purchaser's own risk. Purchaser agrees to defend, indemnify and hold harmless VenMill from any and all damages, claims, suits or expense resulting from such unapproved or uncertified use or from any use inconsistent with Product labeling. Such Purchaser assumes any and all liability that may result from unapproved or uncertified use of the Product.

### NO OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

THIS LIMITED WARRANTY APPLIES ONLY TO NEW PRODUCTS PURCHASED FROM AUTHORIZED DISTRIBUTORS. TRANSFER OF THE PRODUCT THROUGH ANY UNAUTHORIZED DISTRIBUTOR RENDERS VENMILL'S WARRANTY NULL AND VOID. AS SUCH, IF THE UNAUTHORIZED DISTRIBUTOR WILL NOT COVER THE COSTS OF REPAIRING DEFECTS, THE ENTIRE RISK REGARDING THE QUALITY AND PERFORMANCE OF SUCH PRODUCT RESTS WITH THE PURCHASER. SHOULD SUCH PRODUCTS PROVE DEFECTIVE FOLLOWING THE PURCHASE, THE PURCHASER OR UNAUTHORIZED DISTRIBUTOR, AND NOT VENMILL, ITS EMPLOYEES, CONTRACTORS OR AGENTS, SHALL ASSUME THE ENTIRE COST OF ANY AND ALL NECESSARY SERVICING OR REPAIR. PURCHASERS ARE STRONGLY ENCOURAGED TO PURCHASE VENMILL PRODUCTS ONLY FROM DISTRIBUTORS AUTHORIZED BY VENMILL TO DISTRIBUTE PRODUCT FOR USE IN PURCHASER'S GEOGRAPHIC LOCATION AND TO USE PRODUCTS ONLY IN A MANNER CONSISTENT WITH SUCH PRODUCT'S LABELING

THE WARRANTY CONTAINED HEREIN IS AVAILABLE ONLY TO PURCHASER, AND DOES NOT EXTEND TO ANY DISTRIBUTORS OR OTHER RESELLERS OF THE PRODUCT. NO EMPLOYEE OF VENMILL, DISTRIBUTOR, OTHER RESELLER OR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THOSE MADE HEREIN.

### PURCHASER REMEDIES

In the event of a claim under this Limited Warranty, VenMill shall, in its sole and absolute discretion, repair the Product, replace the Product with a new or refurbished unit, or refund the Product's purchase price. Any Product replaced under this Limited Warranty will be warranted for the remainder of the original warranty period or thirty days, whichever is longer. THE FOREGOING IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WITH RESPECT TO THE PRODUCT.

### WARRANTY CLAIM PROCEDURE

Before any Product is returned, the Purchaser must contact VenMill technical support to discuss any technical issues. If VenMill determines that the problem cannot be addressed remotely then a return authorization will be issued. Purchaser is required to return the product to VenMill in the **Original Product Packaging** with a legible copy of the original purchase receipt. If the original packaging is not available, Purchaser must contact VenMill before shipping to arrange for new packaging that will be shipped to the Purchaser for a charge of \$70.00. VenMill is not responsible for damage that occurs during

shipment of a Product back to VenMill that is the result of improper packing or packaging. Shipping the unit without all of the internal and external packaging will **void** your warranty. The Purchaser will be responsible to pay for all shipping costs for returning the Product for replacement or repair, and for all Products that VenMill, in its sole judgment, determines are not covered by the Limited Warranty.

All Products returned under a warranty claim should be shipped to :

#### North American (110V/60Hz) Units should be shipped to:

VenMill Industries, Inc.  
670 Douglas Street  
Uxbridge, MA 01569  
Tel:866-864-0210 | Fax:508-278-0005

#### International Units (220V/50Hz) located in the European Union should be shipped to:

Total Disc Repair  
Unit 3, Somerford Business Park  
Wilverley Road  
Christchurch, Dorset BH23 3RU  
Tel:44-1202-489-500 | Fax:44-1202-489-600

#### International Units (220V/50Hz) located in Australasia should be shipped to:

ReFace Industries Inc  
107 Kew Street | WELSHP00L, 6106  
Western Australia Australia, 6008  
Tel:+61 8 9472 8888 | Fax:+61 8 9472 8866

All inquiries regarding the warranty claim procedure should be directed to Technical Support by phone (866-864-0210) or email ([support@venmill.com](mailto:support@venmill.com))

Returning the Product for any reason such as repair or technical upgrade does not, by itself, reset the warranty expiration date.

All inquiries regarding the warranty claim procedure should be directed to Technical Support by phone (508-278-0005) or email ([support@venmill.com](mailto:support@venmill.com))

### LIMITATION OF LIABILITY

The entire liability of VenMill is set forth herein. To the maximum extent permitted by applicable law, in no event shall VenMill be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary or consequential damages, expenses of any kind or nature whatsoever, including but not limited to damaged media or lost profits arising from or in any way connected with the use of or inability to use the Product, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability, even if VenMill has been advised of the possibility of such damages.

If the foregoing limitation of liability is not enforceable because a Product sold to Purchaser is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused bodily injury, death, or property damage, in no event shall VenMill's liability for damage exceed the purchase price paid for the Product that caused such damage. Purchaser acknowledges that the applicable purchase price for the Product reflects the allocation of risk contained herein.