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Standard Warranty

Equipment sold by Koike Aronson is covered exclusively under the warranties set forth in the following paragraphs. Such warranties are extended only with respect to new equipment purchased directly from Koike Aronson, or new equipment purchased from an authorized dealer of Koike Aronson. In addition, such warranties are extended only to the first buyer of the equipment and shall apply only if the equipment is purchased for buyers' own use and not for the purpose of resale.

The equipment is warranted to the Buyer to be in good condition and free from functional defects in materials and workmanship for a period of TWENTY FOUR (24) MONTHS from date of shipment with the exception of ¹ ², provided that (i) the equipment is properly installed and operated under conditions of normal use and (ii) regular manufacturer recommended periodic maintenance and services are performed. Equipment not manufactured by Koike Aronson * will be warranted under the terms of the original manufacturer's warranties or as stated on the customer signed quotation. Notwithstanding the above, all parts and equipment, which are expendable, are only warranted to be free from functional defects in materials and workmanship at the time of shipment.

The warranty period for repair or replacement parts and/or service performed after the standard warranty expires is NINETY (90) DAYS. The warranty period for Cutting Machine retrofits is NINETY (90) DAYS or as stated on the customer signed quotation and covers only the components replaced or repaired. Equipment not manufactured by Koike Aronson will be warranted under the terms of the original manufacturer's warranties unless otherwise stated. The warranty period for Positioner rebuilds is TWELVE (12) MONTHS or as stated on the customer signed quotation and covers only the components replaced or repaired.

The foregoing warranties shall not apply if the equipment has been (a) serviced or repaired other than by Koike Aronson, a service facility designated by Koike Aronson, or in accordance with written instructions provided by Koike Aronson, (b) altered by anyone other than Koike Aronson, or (c) subject to abuse, misuse, negligence, or accident, including use of the equipment other than in the intended manner.

Koike Aronson's sole and exclusive obligation and Buyer's sole and exclusive remedy under the warranties is limited to the repair or replacement, free of charge, at the manufacturers sole option, of the defective equipment or part at no expense to the buyer except travel and accommodation expenses for the Koike Aronson service technician and, customs charges, or other associated fees, (except freight charges), involved with returning the defective parts or equipment to Koike Aronson. The shipping costs of the replacement part or the repaired equipment to the Buyer will be at the discretion of Koike Aronson. In order to initiate warranty service, the defective part or equipment must be reported to the authorized Koike Aronson dealer from whom purchased or to the nearest designated Koike Aronson sales/service facility. Where appropriate and where properly authorized by Koike Aronson, defective parts or equipment may be returned under our returned goods policy, not later than seven (7) days after the expiration date of the applicable warranty, during normal business hours to a designated Koike Aronson sales/service facility. Designated equipment not suitable for return can however be repaired under warranty on site.

To initiate warranty service work, a purchase order and the model number and serial number from the nameplate on the equipment is required.

KOIKE ARONSON SHALL NOT BE OTHERWISE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO (A) INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES AND SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS INCURRED BY BUYER) EVEN IF KOIKE ARONSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES ARISING OUT OF A CLAIM AGAINST BUYER BY ANY OTHER PARTY. THERE IS NO EXPRESS OR IMPLIED WARRANTIES THAT EXTEND BEYOND THE WARRANTIES SET FORTH IN THIS STANDARD WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KOIKE ARONSON DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR PARTS THEREOF.

¹ Standard Warranty for Portables and Gas Apparatus is FOURTEEN (14) MONTHS.

² Standard Warranty for Cutting Machines sold in Mexico, Central and South America is TWELVE (12) MONTHS unless otherwise stated.

* Included but not limited to:

Machine Controls, Plasma Power Supplies, Laser Resonators, Chillers, Fume Collectors and Welding Equipment.