



LIMITED WARRANTY. Subject to the terms and conditions below, Proto-1 Manufacturing LLC (Proto-1) Winneconne, Wisconsin, warrants to its original retail purchaser (Customer) that new Proto-1 equipment sold is free of defects in material and workmanship at the time it is shipped from Proto-1.

Proto-1 shall honor warranty claims within the time periods below on warranted equipment listed below due to defects in Proto-1's materials or workmanship. All warranty time periods start on the date that the equipment was delivered to Customer. Customer failure to pay for equipment purchased voids this warranty.

- A. Two (2) years parts and One (1) year labor:
 - Transformers
 - AC Motors

- B. One (1) year parts and labor:
 - PLC
 - Inverters
 - Cylinders
 - Electronic Components
 - HMI
 - Solenoid Valves
 - Hydraulic Pumps
 - Machined Components

Consumables, such as tooling sets, are excluded from warranty coverage.

Notice and Limitations. Proto-1 must be notified by Customer in writing within thirty (30) days of equipment defect or failure. Warranty claims received by Proto-1 after thirty (30) days from defect or failure will be denied. Upon proper notice of a warranty claim, Proto-1 will provide instructions on the warranty claim procedures to be followed. Such procedures will include a warranty investigation to determine the reason for the failure of the equipment. This warranty does not apply and such warranty claims will be denied in the event equipment has failed due to reasons not caused by a defect in Proto-1's materials or workmanship. These reasons may include, but are not limited to:

1. **Improper use or abuse of equipment by customer, whether intentional or not;**
2. **Failure by customer to properly maintain equipment in accordance with maintenance instructions, as evidenced by proper maintenance documentation;**
3. **Modifications to equipment made by customer;**
4. **Use of tooling manufactured or acquired by customer which is not compatible with or intended to be used with equipment;**
5. **Failure by customer to operate equipment consistent with specifications;**
6. **Failure by customer to properly install equipment;**
7. **Failure by customer to properly clean equipment;**
8. **Operator error;**
9. **Inadequate power or air to operate equipment;**
10. **Failure by customer to properly train operators; and**
11. **Use in equipment of poor quality materials or materials varying from those specified by Customer to Proto-1 for equipment design.**

PROTO-1 PRODUCTS ARE INTENDED FOR PURCHASE AND USE BY
COMMERCIAL/INDUSTRIAL USERS AND PERSONS TRAINED ON EQUIPMENT PURCHASED



NON-ASSIGNMENT. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL RETAIL PURCHASER AND CANNOT BE ASSIGNED WITHOUT THE EXPRESS WRITTEN CONSENT OF PROTO-1.

Remedies. Within the warranty periods, Proto-1 will repair or replace any warranted parts or components that fail due to defects in Proto-1's materials or workmanship. In the event of a warranty claim covered by this warranty, the exclusive remedies shall be, at Proto-1's option: (1) repair ; or (2) replacement; or, where authorized in writing by Proto-1 in appropriate cases, (3) the reasonable cost of repair or replacement at Proto-1; or (4) payment of or credit for the purchase price (less reasonable depreciation based upon actual use and appearance) upon return of the goods at Customer's risk and expense. Proto-1's option of repair or replacement will be F.O.B. factory at Winneconne, Wisconsin. No compensation or reimbursement for transportation costs of any kind will be allowed.

TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL PROTO-1 BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION DAMAGES), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO ANY AND ALL EQUIPMENT FURNISHED BY PROTO-1 IS EXCLUDED AND DISCLAIMED BY PROTO-1.

ANY CLAIMS ARISING UNDER THIS LIMITED WARRANTY SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN WINNEBAGO COUNTY, WISCONSIN. CUSTOMER AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY ON ANY AND ALL CLAIMS BROUGHT UNDER THIS LIMITED WARRANTY.

Certain limitations in this warranty are not allowed in all states and countries. This warranty provides specific legal rights and other rights may be available, but may vary from state to state or if you are located outside of the United States.