## WARRANTY POLICY

OMEGA SALES

## Limited warranty

OMEGA SALES warrants that each new machine sold will be free, under normal use and service, from defects in material or workmanship for a period of one (1) year from date of delivery to the Buyer. If the unit is resold within the warranty period OMEGA SALES is to be notified of the transaction, in written format. OMEGA SALES further warrants the structural components of each new machine sold will be free, under normal use and service, from defects in material and workmanship for an additional period of 4 years.

## Warranty statements

The Product Support department of OMEGA SALES is to be notified within forty-eight (48) hours of any possible warranty situation during the applicable warranty period. The Buyer must obtain specific approval by OMEGA SALES Product Support department prior to performing any warranty repair or replacement. The Buyer has to confirm that a qualified technician is available to repair or replace the part under the warranty of the machine. Failure to this may nullify the warranty claim. The warranty claim form has to be received by OMEGA SALES within 30 days after the date of repair. The warranty claim can be applied by using our online form or is available on request at OMEGA SALES Product Support department. Invoiced replacement parts or repairs will be credited within 30 days after the claim is accepted and the value is agreed by the OMEGA SALES Product Support department. If so requested by OMEGA SALES, the Buyer must return defective part(s) to OMEGA SALES for inspection. In case the Buyer cannot fulfil this condition the warranty claim may be rejected. All parts claimed under warranty. In case the parts must be returned to OMEGA SALES it is necessary that all parts are individually tagged or marked with their part number and the warranty claim number. The warranty claim number will be given by OMEGA SALES. Failure to send the requested parts for inspection within a period of 14 days will result in the claim being automatically rejected in full.

All warranty claims are to be approved by the OMEGA SALES Product Support department. OMEGA SALES has the right to limit or adjust claims regarding the OMEGA SALES warranty policy. OMEGA SALES will reimburse 50 Euro per labour hour and 0,60 Euro per travelled kilometres, though with a maximum of 100 km per warranty. Direct invoicing by Buyer will not be accepted.

OMEGA SALES accepts no warranties which extend beyond the description of this limited warranty. OMEGA SALES makes no implied warranty of merchantability or fitness for a particular purpose and disclaims all liability for incidental or consequential damages, including but not limited to injury to persons or property. In case the Buyer wishes to appeal the decision of the OMEGA SALES Product Support department regarding applied warranty claim, the Buyer is to notify OMEGA SALES in written format within 21 days after the warranty claim decision. Warranty shall be void, if, upon the occurrence of any incident involving any product sold by OMEGA SALES and resulting in any personal injury or property damage, the Buyer shall fail to notify OMEGA SALES within 48 hours of such occurrence or permit OMEGA SALES to have immediate access to such product and all records of or within the control of the Buyer relating to the product and occurrence. The above warranty statement is exclusive and no other whether written, oral or implied shall apply. OMEGA SALES withholds the right to deny any warranty claim filed, without giving prior notice or specific reason.

## Items not covered by Omega Sales warranty

Any product which has been modified or altered outside the original manufacturer without a written approval of OMEGA SALES. Parts purchased from sources outside OMEGA SALES are not covered under warranty.

Routine maintenance, routine maintenance items and minor adjustments.

Items subject to wear and tear and consumable items and defects caused by chemical action or the presence of abrasive materials.

Any product which has been subject to misuse, improper maintenance or accident. Misuse includes but is not limited to operation beyond the factory-rated load capacity and speeds. Improper maintenance includes but is not limited to failure to follow the recommendations contained in the operational, maintenance and repair manuals of the machine. OMEGA SALES reserves the right to inspect the product and review maintenance procedures to determine if the failure was due to improper maintenance and/or improper use.

Under no circumstances shall OMEGA SALES be liable for any incidental or consequential damages of any kind as a result of any defect in the product or in any correction or alteration thereof made or furnished by the manufacturer or others. Consequences includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased overhead, labour and material costs, and costs of manufacturing variances, replacement of machines and operational inefficiencies.

Transportation costs and/or damage caused by carrier handling is a transportation claim and should be filled immediately with the respective carrier.

Repair, work required or parts exposed as the result of age, storage, weathering, lack of use or demonstration use. Should the owner or operator continue to operate a machine after it has been noted that a failure has occurred, OMEGA SALES will not warrant the resultant damage to other parts due to that continued operation.

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