

# Barudan

## 5/3/2 Limited Warranty

Barudan America, Inc. ("Seller") warrants for a period of up to sixty (60) months (see details/restrictions listed below\*) from the effective date hereof, its embroidery machine\*\* to be free from defects in material and workmanship, provided the machine is utilized in conformance with the written instructions pertaining to their use, and under conditions as permitted by the specifications of the machines. Buyer's remedy for breach of this warranty shall be limited to repair or replacement of any defective part according to the terms hereof. This warranty does not extend to repair or replacement made necessary by Buyer's misuse, abuse, negligence or willful acts either in installation or operation. In addition, this warranty does not extend to repair or replacement parts and/or service made necessary due to ordinary wear and tear, general adjustments and maintenance. THERE SHALL BE NO REMEDY TO BUYER FOR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS. THE FORGOING WARRANTY IS IN LIEU OF (AND BUYER HEREBY WAIVES) ALL OTHER WARRANTIES OR OBLIGATIONS OF THE SELLER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. In no event shall Seller be liable for consequential, incidental, reliance or special damages proximately caused by the goods sold, including without limitation, loss of profits or business, injury to any person, damage to any item other than such goods or the Equipment sold hereunder, damage from the loss of such goods or the Equipment sold hereunder, or any other items or goods or Equipment sold hereunder, or installation, adjustment or other expenses that Buyer may incur. This limited warranty shall extend only to the Buyer identified below and may not be sold, assigned, conveyed or otherwise transferred, in whole or in part, by operation of law or otherwise, to any person, firm, corporation or entity, without Seller's prior written consent.

**\*\*Excludes all consumable parts. Consumable parts are warranted for ninety (90) days from the date of installation. Consumable parts are defined as: presser feet, throat plate, red caps, hook assemblies, bobbin cases, trimmer blades, needles, belts, "O" rings, nylon washers and needle clamp screws.**

This warranty does not extend to any supplies, frames or peripheral devices for any machines. Repair or replacement will be accomplished in the following manner:

1. The buyer will call the Technical Service Department of Barudan America, Inc. or their Authorized Distributor. Barudan America, Inc. and its distributor are not responsible for telephone charges so incurred.
2. "It will be the responsibility of the buyer to supply the serial number of the machine and machine type each time an order for parts and/or service is placed under the terms of this stated warranty." The technician will determine if the parts and/or service is required and place orders accordingly. If a service technician determines that there is not a defect in the machine, and the machine requires adjustments and general maintenance, the buyer is responsible for all charges incurred.
3. The Buyer will replace the defective part with the new/refurbished part and return the defective part to Barudan America, Inc. or their Authorized Distributor from whom the Buyer purchased the Equipment within ten (10) days after the Buyer notifies Barudan America, Inc. or their Authorized Distributor under Item 1 hereof of any claimed defect. Buyer's return of the defective part shall be by carrier utilizing shipment and delivery receipt at Buyer's prepaid expense (i.e.: UPS, U.S. Postal Service insured/return receipt). **BUYER SHOULD INSURE SHIPMENT AS BUYER IS RESPONSIBLE FOR LOSS OR DAMAGE OF PACKAGES.**
4. The Buyer shall promptly notify Barudan America, Inc. or their Authorized Distributor of any claimed defect in any event, notice of any claimed defect must be received within the effective term of this Limited Warranty.
5. If reasonable attempts at solving the problem by using the above procedure fail, then Barudan America, Inc. may determine that a technician is needed. If so, the technician will be sent to the Buyer's site, at the Buyer's approval. See "Detail of Warranty Coverage" below.

## NEW MACHINE LIMITED WARRANTY

Includes all Multi-Needle Embroidery Machines

6. In the event that after the new/refurbished part is sent to the Buyer, the Buyer fails to return the defective part within ten (10) days as provided in paragraph 3 above, then the buyer shall be subject to a late charge equal to 15% of the purchase price of the part.

**This Limited Warranty will be rendered null and void if the machine, or parts thereof, has been repaired or altered with parts and equipment not supplied by Barudan America, Inc. or altered in any way so as, in the judgment of Barudan America, Inc. to affect adversely the stability or reliability of the machine.**

**This Limited Warranty will be rendered null and void if the machine, or parts thereof, is transported or exported outside of the United States of America.**

This Limited Warranty shall become effective on the first day the machine installation is performed. If no installation of the machine is performed by Barudan America, Inc. or one of its authorized distributors, then this Limited Warranty will become effective upon the date the machine is shipped to the Buyer.

This Limited Warranty shall be construed according to the laws of the State of Ohio.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY BARUDAN AMERICA, INC. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

\*DETAILS OF THE 5/3/2 WARRANTY ARE AS FOLLOWS:

**5** - For a period of sixty (60) months the main motor of the machine is the responsibility of Barudan America, Inc. or their Authorized Distributor.

**3** - For a period of thirty-six (36) months the electronic parts/boards are the responsibility of Barudan America, Inc. or their Authorized Distributor, if the defective board is returned by the customer, as stated above.

**2** - For a period of twenty-four (24) months all remaining parts (excluding consumable items\*\*), freight and labor are the responsibility of Barudan America, Inc. or their Authorized Distributor. For the first six (6) months, expenses to/from the site are the responsibility of Barudan America, Inc. or their Authorized Distributor. **Charges for expenses to and from the customer's site during months 7-24 are the responsibility of the Buyer.**

**I have read, understand and accept the terms of the Barudan America, Inc. Limited Warranty as set forth in this document and as set forth in the Barudan America, Inc. Sales Agreement.**

Machine Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: Authorized Barudan America, Inc. Representative: \_\_\_\_\_

Title: \_\_\_\_\_