

WARRANTY

LIMITED (1 YEAR) WARRANTY – Namco Div. will repair or replace without charge (at the Company's option) any Namco product or part which is proven defective under normal use within one year of the date of start up, or 18 months from the date of shipment (whichever occurs first), if the defect was present at time of shipment from factory. In order to obtain service under this warranty, it is the responsibility of the purchaser to promptly notify the Company in writing and promptly deliver the item in question, delivery prepaid, to the factory. The address for notification and delivery is Namco Div., 10610 Boomer Circle, Dallas, Texas 75238. If the product or part in question contains no defect as covered in this warranty, the purchaser will be billed for parts and labor charges in effect at time of factory examination and repair.

Any Namco product or part not installed or operated in conformity with Namco instructions or which has been subjected to misuse, misapplication, the addition of certain chemical additives, or other abuse will not be covered by this warranty. Namco Div. reserves the right to make such changes in details of design, construction, or arrangement of materials as shall, in its judgment, constitute an improvement over former practice without notification.

NAMCO DIV. OFFERS THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OF FITNESS IS IN EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH IN THE PARAGRAPH ENTITLED "LIMITED (1 YEAR) WARRANTY" AS SHOWN ABOVE.

NAMCO DIV. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS OR ANY INCIDENTAL COSTS OF REMOVING OR REPLACING DEFECTIVE PRODUCTS.

"The warranty gives you specific rights, and you may have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or on the exclusion of incidental or consequential damages, so these limitations or exclusions may not apply to you."

SALES POLICY – In case of an advance in prices, any unshipped order entered prior to the advance may be billed at prices in effect at time of shipment.

TAXES – To the prices and terms quoted, add any manufactures, sales, use, or occupational taxes payable under any effective statute.

RETURNED GOODS – Material should be shipped to the factory, but only after obtaining written authorization. When so returned, goods will be subject to a minimum deduction of 25% for re stocking. All transportation charges must be prepaid by shipper. Material made on special order or obsolete parts are not subject to return.

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CANCELLATIONS – A charge will be applicable for the cancellation of any order for non-stock items, except when specifically waived by Namco Div.

FREIGHT TERMS – F.O.B. shipping point. Our responsibility ceases upon delivery to the transportation company at that point. For your protection, please examine shipment at its arrival to ascertain if in good order. In any shortage or damage, have a full description made by transportation agent on expense bill before signing. All weights approximate.

REPLACEMENT PARTS – Generally requires agent attention. In order to avoid delays due to credit investigation, all such parts will be shipped COD except in such cases where we ship regularly on open account.