

# Tech Mark, Inc.

## Rojek Woodworking Machinery Limited Warranty and Return Policy

### One-Year Limited Warranty (U.S. Only)

Tech Mark, Inc. ("TMI"), as the exclusive importer and agent, warrants that Rojek Woodworking Machinery Company ("Rojek") manufactures its products to meet high quality and durability standards in accordance with industry-standard practices. TMI fully supports Rojek's warranty that the products it manufactures, and TMI sells, will be free from defects in materials and workmanship. The limited warranty term is one year beginning on the date of invoice, as described in the following text.

Damage due to shipping the products to you is not covered under this limited warranty. Shipping damage is covered by shipping insurance and is therefore dependent on you thoroughly examining shipping containers for any sign of abuse or damage, and noting exceptions on shipping documents, before signing for, and releasing shipper.

Otherwise, this limited warranty does not cover any asserted defect which has resulted from normal wear or due to external causes, including accident, abuse, misuse, problems with electrical power, servicing or alteration not authorized by TMI, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Rojek, or its agent TMI.

### Examination and Repair

You must make a decision to accept the product or identify defects at once, check the product now. Our 30-day satisfaction guarantee on machinery is for examination only. **We are not able to accept machines placed into service unless we have confirmed that it is defective and beyond reasonable repair.** Returns during this period will be subject to a 25% restocking fee (a portion of which is to pay for return shipping). Any refund, or credit, is subject to satisfactory return and inspection of machinery which includes, but is not limited to, receipt of machinery in a "like new" re-sellable condition. To return machinery you must first obtain a Return Authorization Number (RA #). TMI will issue a "call ticket" for shipper to pick up machine, at TMI's expense, at a designated location. Prior to pickup, the machine must be returned to its original crating, or packaging, for safeguarding or you accept risk of loss or damage during shipment.

During the one-year period beginning on the invoice date, TMI will repair or replace defective parts covered under this limited warranty that are returned to TMI's facility. To request warranty repairs, you must contact TMI within the warranty period. If a warranty repair is required, TMI will issue a Return Authorization Number (RA #). You must ship the products back to TMI in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. TMI will ship the repaired or replacement products to you freight prepaid if you use an address in the continental U.S., where applicable. Shipments to other locations will be made freight collect.

TMI owns all parts removed from repaired products. TMI uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If TMI repairs or replaces a part, the warranty term is not extended.

### General Provisions

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). ROJEK'S OR TMI'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN MACHINERY IS LIMITED TO REPAIR AND REPLACEMENT OF PARTS AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. THIS WARRANTY IS ROJEK'S, AND TMI'S, SOLE WARRANTY AND SETS FORTH THE CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO DEFECTIVE PRODUCTS; ALL OTHER WARRANTIES, EXPRESS AND/OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, ARE EXPRESSLY DISCLAIMED BY ROJEK AND TMI. UNDER NO CIRCUMSTANCES WILL ROJEK, OR TMI, BE LIABLE FOR DEATH, INJURIES TO PERSONS OR PROPERTY, OR FOR INCIDENTAL, CONTINGENT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF OUR PRODUCTS. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

ROJEK, OR TMI, DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST TIME OR MATERIAL. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.