



## **WARRANTY FOR NEW ACTIVA MACHINERY**

### **A. FREIGHT DAMAGES**

1. WARRANTY DOES **NOT** COVER ANY DAMAGE SUFFERED DURING SHIPMENT, RELOADING OR UNLOADING OF THE EQUIPMENT.
2. It is the customer's responsibility to file any and all claims with the freight carrier within 10 (ten) days of receipt of the goods, or immediately if alleged damage is evident at the time of unloading.

### **B. WARRANTY PERIOD**

1. **ACTIVA TRADING COMPANY LTD (ACTIVA)** offers a "**One Year Limited Warranty**" from date of original purchase on all **NEW ACTIVA** machines sold to the original purchaser. This warranty is limited to replacing any defective parts so long as the machine was operated so as to suffer only normal wear and tear based on no more than a single shift, eight (8) hour day, five (5) day week being a maximum of forty (40) hours per week.
2. This warranty is limited to replacement of defective parts and does not cover labour charges involved in removing, installing, preparing and/or replacing any defective parts and any costs or expenses involved in returning the defective parts to ACTIVA. For greater certainty but not to restrict the generality of the foregoing the warranty is limited to replacement of the defective part.
3. This warranty does not apply to defects or damages resulting directly or indirectly from misuse, overuse, improper installation, lack of maintenance, repairs and/or modifications or alterations made without the prior written consent of ACTIVA, improper operation, abuse, accidents, negligence, fire, floods, acts of God or improper wiring effected by the Purchaser and/or its agents or if any relevant components are not completely or correctly installed.

### **C. MAKING A CLAIM UNDER WARRANTY**

1. Contact ACTIVA to obtain a "**Return for Warranty Authorization Number (RWA #)**" for the part(s) to be returned under warranty before shipping the part(s).
2. Once the **RWA #** is obtained, return the item to ACTIVA freight prepaid, accompanied with your proof of purchase and the **RWA #**.
3. Item(s) under warranty must be received before a replacement will be shipped out.
4. Any item(s) under warranty returned by sending C.O.D. or without an **RWA** number will be refused.
5. On inspection, if the returned item(s) reveal defect(s) that are acceptable to ACTIVA, ACTIVA will either repair or replace (at ACTIVA's option) the item(s) and ACTIVA will ship the part(s) prepaid.

### **D. MACHINES SOLD WITH SPARE PARTS**

Certain machines are sold complete with spare parts recommended by the manufacturer. Not using these spare parts or refusing to take these spare parts voids any and all warranties. Machines sold with spare parts will be so stated in writing and will appear on our website that such parts are included.

### **E. GENERAL PROVISIONS**

1. All machines are supplied with the appropriate CSA or UL and/or Electrical Safety Authority approvals. Any modifications that are required as a result of local or provincial inspection programs are the responsibility of the purchaser and are at its own expense.
2. For greater certainty but not to restrict any of the foregoing other than replacing the defective part ACTIVA shall have no further obligation or liability to the Purchaser in relation to whatever damages or losses are claimed or caused by the installing, operating, repairing or maintaining of the machine purchased. ACTIVA shall not be liable for damages related to any death, injury to person or damage to property or for any loss of profits, down time of machine(s) or for any incidental or contingent expenses or consequential damages arising from the defects or failure of the equipment purchased from ACTIVA.

### **F. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of North Carolina, where ACTIVA has a branch office. All parties submit to the jurisdiction of the courts located in the Mecklenburg County, North Carolina and waive objection to jurisdiction or venue in such courts.

**ACTIVA TRADING COMPANY LTD.**  
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Product specifications presented in our quotes or on our websites are subject to change without prior notice.