

the target of a cyber-attack, Seller reserves the right to contact Buyer by the most reasonable and expedient methods, including by email. Seller may also, but is not obligated to, notify Buyer by email or other methods of communication when it appears that Buyer has made changes to Buyer's "My Account" profile or password. In general, Buyer may not opt-out altogether from these notices or announcements which are not intended to be promotional in nature. Buyer must notify Seller by email, mail, fax, or telephone per instructions stated in this section if Buyer does not wish to receive these messages by a certain method(s) of communication.

Seller may also send Buyer promotional electronic or communications about products, special offers, promotions, services or events that we believe may be of interest to Buyer. Seller intends to send promotional emails and communication only to those persons who wish to receive them. Seller provides instructions on how to unsubscribe at the bottom of each email communication.

## Warranty terms and conditions

### 1. Limited Warranty:

Seller offers four (4) Warranties to cover its Products. Section 3 as described below sets forth the Product for which the applicable Warranty applies. The applicable Warranties are as follows:

- 1) A 12-month Warranty,
- 2) An 18-month Warranty,
- 3) A 5-year Warranty, and
- 4) An optional Lifetime Warranty.

All material that has been factory repaired by Seller will have a 6-month warranty on the repair. All warranties, including warranty repairs, begin at the date of shipment to the Buyer. For questions with respect to Warranties, please contact Seller at [sales@us.pepperl-fuchs.com](mailto:sales@us.pepperl-fuchs.com).

### 2. General Terms and Conditions for All Warranties:

Subject to the conditions and requirements set forth herein, Seller warrants the Products covered by the respective Warranties to be free from material defects in material and workmanship under normal and proper usage for the respective time periods listed above from the date of shipment from Seller (or from an authorized Representative or Distributor of Seller). In addition, certain specific terms apply to the Warranties. In addition to the Exclusion of Warranties set forth below, Seller is making no other promise, description, affirmation of fact, sample model or representation, oral or written, which may be part of an order or made by a Representative of Seller or otherwise.

These Warranties are subject to the following conditions:

- 1) These Warranties are limited to the electronic and mechanical performance only, as expressly detailed in the Product specifications and NOT to cosmetic performance.
- 2) These Warranties shall not apply to any cables attached to, or integrated with the Product. However, the Standard 18-month Warranty shall apply to cables sold separately by Seller.
- 3) These Warranties shall not apply to any Products which are stored, or utilized, in harsh environmental or electrical conditions outside Seller's written specifications.
- 4) The Warranties are applicable only to Products shipped from Seller subsequent to January 1, 1992.
- 5) All claims under these Warranties must be made in writing within thirty (30) days of the date on which the defect is (or, with reasonable diligence, should have been) discovered within the applicable warranty period.

6) These Warranties shall also not apply to any events described in Section 7 below.

### **3. Products to Which Each Warranty Applies:**

- 1) A 12-month Warranty is available on all products not otherwise described in Sections 2, 3, and 4 below. Any product subject to the 18-month Warranty or 5-year Warranty that is used in the production of any custom-designed Solution will continue to be covered by the applicable 18-month Warranty or 5-year Warranty. Customer-specified or customer-supplied subcomponents used in custom-designed Solutions are not included in this warranty.
- 2) An 18-month Warranty is available for all standard products not covered under the 12-month Warranty or 5-year Warranty, including the following specific products: ultrasonic sensors, photoelectric sensors, barcode imagers, barcode laser scanners, RFID control interfaces, RFID read/write heads, RFID read/write tags that have not reached their specified number of write cycles, encoders, cables, and all products with electro-mechanical relays or circuit breakers, purge units, intrinsic-safety barriers, remote I/O, standard HMI, signal conditioners, surge barriers, fieldbus and HART interface equipment, power supplies, and transmitters.
- 3) A 5-year Warranty is available for the following specific products: inductive sensors, capacitive sensors, magnet-operated sensors, and RFID read-only tags sold to the original user.
- 4) An optional Lifetime Warranty is available for inductive sensors and capacitive sensors if the Lifetime Warranty registration is completed, returned, and approved in writing by Seller.

The following terms and conditions apply to the optional Lifetime Warranty in addition to the General Terms and Conditions:

- 1) This Lifetime Warranty is available only to an Original User and shall be valid only if the Product was purchased by the Original User from Seller, or from an authorized Seller Representative or Distributor, or was an integral part of machinery and equipment obtained by the Original User from an Original Equipment Manufacturer, which itself purchased the Product directly from Seller or from an authorized Representative or Distributor of Seller. (The term "Original User" means that person, firm, or corporation which first purchases and uses the Product on a continuous basis in connection with the operation of a production line, piece of machinery, equipment, or similar device.) In the event the ownership of the Product is transferred to a person, firm or corporation other than the Original User, this Lifetime Warranty shall immediately terminate.
- 2) This Lifetime Warranty shall be effective only if the Lifetime Warranty Registration has been completed, signed by the Original User and received and approved in writing by Seller not later than six (6) months after the Product (or the machinery or equipment in which the Product was installed) was delivered to the Original User, or two (2) years from the date the Product was shipped from Seller, whichever date first occurs. A Lifetime Warranty Registration form (PDF, 119 KB) is available as a PDF download at [pepperl-fuchs.com](http://pepperl-fuchs.com).

### **4. Buyer's Remedies:**

The limited remedies hereunder are Buyer's sole and exclusive remedies for the Warranties. If the Buyer desires to make a Warranty Claim, shall notify Seller, or if applicable, the authorized Seller Distributor from which the Product was purchased. If requested by Seller, Buyer shall ship the Product to Seller's applicable facility, postage or freight prepaid. Seller shall, at its option, take either of the following two courses of action for any Products which Seller determines there is a valid warranty claim, which shall represent the sole and exclusive obligations of Seller, and Seller shall have no other obligation or liability whatsoever to Buyer for the Warranties:

- 1) Repair or replace the Product and ship the Product to the Buyer or to the authorized Seller Distributor, postage or freight prepaid; or