

# Extended Limited Warranty for vhf Milling Machines



This extended limited warranty is given by:

vhf Inc.  
80 Davids Drive, Suite 5  
Hauppauge, NY 11788

hereinafter referred to as “**vhf**”.

## 1. Term

- This extended limited warranty (the “**Warranty**”) applies to a single vhf milling/grinding machine and an associated wet option (hereinafter referred to as “**Product**”) located within Canada having the serial number registered by the authorized vhf reseller.
- The Warranty applies from the date of completion of the installation of the Product (“**Installation**”) and shall expire in accordance with the term purchased (the “**Purchased Term**”). Customers may purchase extensions of the basic manufacturer’s warranty in one-year increments, for example:

Purchased Term	Duration
1-year extended warranty	Earlier of 3,000 operating hours or three years after Installation.
2-year extended warranty	Earlier of 4,000 operating hours or four years after Installation.
3-year extended warranty	Earlier of 5,000 operating hours or five years after Installation.

- Customer may only purchase warranty extensions while warranty coverage exists, whether during the term of the initial manufacturer’s warranty or during a Purchased Term.
- Customer may purchase a Purchased Term before the then-current warranty term expires, however damage occurring prior to the commencement of a Purchased Term will be included in coverage under the then-current warranty term.
- This Warranty shall be effective upon registration of the Product’s serial number and Customer name with vhf by an authorized vhf reseller by way of purchasing this Warranty and providing the relevant information with the purchase order, i.e.
  - customer name, address, e-mail, phone number, contact name.
  - product serial number

## 2. Limited Warranty

vhf provides the Warranty coverage as further described below and limited to the terms and conditions hereof:

- vhf hereby provides a limited non-transferable warranty for the Purchased Term against defects in vhf-approved materials or workmanship of the Product. This Warranty is offered on only those Products purchased and used in Canada (the “**Territory**”) by Customer and is the sole and exclusive express Warranty provided by vhf in the Territory for the Products.
- During the Purchased Term, vhf may, at its sole discretion:
  - Repair the Product with new or refurbished parts,
  - Supply replacement parts to Customer for Customer to install,
  - Replace the Product entirely, either with a new or refurbished Product at no additional charge to Customer,
  - Provide a loaner machine to Customer for the duration of repairs, or

- Replace defective parts with new or refurbished parts that meet the performance specifications of new parts for the Product.
- All exchanged or substituted parts and Products replaced under Warranty service will become the property of vhf. Repaired or replaced Products or parts thereof will be warranted by vhf for the balance of the Purchased Term or ninety (90) days from the date of Warranty service, whichever is longer.
- In the event replacement parts or a replacement Product are not available at the time of the initiation of a Warranty claim by Customer, vhf may, in its sole discretion deliver to Customer an accommodation in the form of a reasonably similar loaner machine (an “**Accommodation**”). Any such Accommodation shall be in full satisfaction of any applicable Warranty claim and of vhf’s obligation to Customer under the Warranty for such Warranty claim until Customer’s Product can be repaired by vhf.

### 3. Warranty Limitations

- vhf’s obligation to Customer with regard to the Warranty for the covered machine is limited to the repair, or replacement of any defective Product or parts pursuant to the terms and conditions of this Warranty.
- This Warranty is only valid for Products purchased and used in the Territory and shall not extend to any Products (a) not purchased in the Territory, or (b) purchased in the Territory but used or transferred outside of the Territory.
- This Warranty expressly excludes any defects or damage caused by accessories, replacement parts, or repair service other than those that have been authorized by vhf pursuant to the terms hereof.
- Routine maintenance and normal wear and tear are excluded from the coverage of this Warranty.
- No other express warranties may be made on behalf of vhf by any retailer, agent, distributor, or other party with respect to any Product to any Customer or other party.
- The Warranty shall be rendered null and void, and of no further force or effect, providing no Warranty coverage with regard to a Product for any of the following reasons, without limitation:
  - Machines requiring maintenance or replacement due to corrosion, rust, stain, age, or Products damaged due to any improper or discouraged use, mishandling, negligence, excessive wear and tear, including damages caused by maintaining, operating, or using the Product in a manner not consistent with, in accordance with, or not contemplated by the instructions provided by vhf, or by otherwise failing to follow safety, operating, care, or cleaning instructions.
  - Machines and parts where the product number model or serial number has been removed, replaced, altered, or rendered illegible.
  - Machines that have been damaged as a result of having been altered, modified, or repaired in any way not expressly authorized by vhf or by any party not authorized by vhf as an authorized Warranty repair specialist.
  - Machines operated by persons who have not completed training conducted by vhf.
  - Cosmetic damage (for example, scratches, imprint/water marks, cracks and dents, stains, etc.).
  - Machines that have been damaged directly or indirectly from the use of a third-party product.
  - Machines damaged as a result of acts of nature (such as fire, flood, or lightning).
  - Machines damaged as a result of connection to irregular current or voltage sources or use an electric or other current or voltage other than that instructed by vhf.
  - Machines not purchased from vhf or through a vhf-authorized distributor or reseller (for example, non-authorized sellers online, at auction, or otherwise).

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- Machines returned by Customer to vhf, not using a vhf-provided shipping label, which are lost, misdelivered, or damaged in transit.
- Machines for which a Reimbursement has been provided as a final remedy to a Warranty claim.
- In the event the Purchased Term has expired, or if a Product does not qualify for Warranty service, repair, replacement or reimbursement, the purchaser may still buy replacement parts or have the Product repaired by vhf. Please contact vhf for further information.

## 4. Technical Support

Customer should contact reseller for technical support during the term of this Warranty.

## 5. Maintenance and inspection

The Customer can have the software serviced and the Product inspected by a vhf employee via remote access once a year during the Purchased Term. Such service and/or inspection may include:

- Servicing the DentalCAM and DentalCNC software and installing updates;
- Preventive maintenance in the form of evaluation of Product logs;
- Conducting tests and milling a test specimen to check the calibration of the Product.

## 6. Loaner machine

- If, in the judgment of vhf, a Product must be returned for a Warranty repair during the Purchased Term, the Customer will receive a vhf E3, E4 or a vhf E5 loaner machine at no charge. vhf will pay the transport costs in both directions for the loaner machine. Customer shall be responsible for packing the loaner machine in its original packaging for transport. The Customer is responsible for installation of the loaner machine on site. If necessary, vhf will provide online support for installation.
- Loss of or damage to the loaner machine due to improper handling will be charged to the Customer.
- The loaner machine must be returned to vhf by the Customer within 10 calendar days of the repair of the Customer's Product. vhf reserves the right to charge a late fee of \$60/day for the late return of the loaner machine. The Customer shall maintain and care for the loaner machine in accordance with vhf's instructions.

## 7. Other services

- Free information portal: [www.Dentalportal.info](http://www.Dentalportal.info)
- Free video tutorials: <https://www.youtube.com/channel/UCNcJTH-zpEcWBGZWZ0fWyNw>

## 8. Warranty Disclaimers; Limitation of Remedies; Acknowledgments

**CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS, AND CONDITIONS HEREOF.**

**EXCEPT AS STATED IN THIS WRITTEN WARRANTY, VHF IS NOT MAKING AND HAS NOT MADE ANY EXPRESS REPRESENTATIONS OR WARRANTIES. ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE PURCHASED TERM.**

**NONE OF VHF, ITS PARENT OR OTHER HOLDING COMPANIES, SUBSIDIARIES, AFFILIATES, AUTHORIZED DISTRIBUTORS AND RETAILERS AND AUTHORIZED SERVICE PROVIDERS, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, DAMAGES FOR LOSS OF ACTUAL OR ANTICIPATED REVENUE OR BUSINESS, LOSS OF PROFITS, ADVERSE IMPACT ON GOODWILL, LOSS OF ACTUAL OR ANTICIPATED CONTRACTS, BUSINESS INTERRUPTION LOSSES, OR ANY OTHER PECUNIARY LOSS, ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY MACHINE OR OTHER DAMAGES RESULTING FROM THE USE OF THE MACHINE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF VHF HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH LOSSES OR DAMAGES. THE FOREGOING LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWSOEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. NOTE: IN THE EVENT THAT VHF IS RESTRICTED BY APPLICABLE LAW FROM DISCLAIMING LIABILITY AS SET FORTH HEREIN, UNDER NO CIRCUMSTANCES WILL VHF'S TOTAL AND AGGREGATE LIABILITY FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THE PRODUCT OR TO THIS WARRANTY, EXCEED THE AMOUNT OF ONE UNITED STATES DOLLAR (US \$1.00).**

**CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS INFORMED AND IS AWARE OF ITS RIGHTS AND OBLIGATIONS UNDER ANY APPLICABLE LAWS GOVERNING THE PURCHASE AND USE OF THE PRODUCT. THROUGH THIS WARRANTY, VHF PROVIDES LIMITED AND SPECIFIED RIGHTS TO CUSTOMER IN CONNECTION WITH THE PRODUCT. CUSTOMERS MAY ALSO HAVE OTHER APPLICABLE RIGHTS WITH REGARD TO THE PRODUCT AND WARRANTY WHICH VARY FROM JURISDICTION TO JURISDICTION AND WHICH ARE NOT OTHERWISE SET FORTH HEREIN.**

**EACH OF THE PROVISIONS OF THIS WARRANTY SHALL BE SEVERABLE FROM ALL OTHER PROVISIONS AND INVALIDITY OF ANY PART HEREOF SHALL NOT AFFECT THE VALIDITY OF OTHER PARTS HEREOF.**

## **9. Governing Law**

This Warranty shall be governed by the laws of the Province of Ontario, without reference to its conflict of laws rules or any provision (whether under the laws of the Province of Ontario or that of any other jurisdiction) that requires the application of the law of any other jurisdiction.