

## INTERNATIONAL LIMITED WARRANTY Effective 11/05/2024

This INTERNATIONAL LIMITED WARRANTY supersedes all previous VRC warranties and is exclusive with no other guarantees or warranties expressed or implied.

For Warranty, service, support, or maintenance questions, call **1-605-716-0061 8:00am to 4:00pm** (Mountain Time) (except for federal and state holidays, and local weather-related cancellations) or by email: service@vrcmetalsystems.com.

## A. SYSTEMS AND COMPONENTS:

INTERNATIONAL LIMITED WARRANTY – Subject to the terms and conditions below, VRC Metal Systems, LLC (herein after "VRC"), Rapid City, South Dakota, warrants to its original retail purchaser that new VRC systems and components (herein after "Equipment") sold after the effective date of this limited warranty is free of defects in material and workmanship at the time of shipment from VRC. This warranty is in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness.

Within the warranty period listed below, VRC will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. VRC must be notified in writing (email) or by telephone within thirty (30) days of such defect or failure, at which time VRC will provide instructions on the warranty claim procedures to be followed. If notification is submitted as an online warranty claim, the claim must include a detailed description of the fault and the troubleshooting steps taken to identify failed components and the cause of their failure.

VRC shall honor warranty claims on warranted cold spray equipment in the event of such a failure within the warranty time periods. All warranty time periods start on the delivery date of the equipment to the original end-user purchaser, and not to exceed twelve (12) months after the equipment is shipped\*. For countries not allowing limitations on warranties or on how long warranties, conditions and/or implied terms may last, in that event, such warranties apply only to the extent and for such duration as required by law and are limited in duration to the warranty period, if applicable under such law.

- 1. 1 Year Parts and Labor.
- VRC's International Limited Warranty shall not apply to Consumable components and parts that fail due to normal wear (as listed under "Not Covered by Warranty").
- 3. Items furnished by VRC, but manufactured by others, OEM Purchase Parts such as: robotics, dust collector, down draft etc., will default to the manufacturer's warranty, if any.

To ensure proper coverage of all warranty claims, each item will be inspected by an authorized VRC repair technician to determine cause of failure, whether by on-site inspection or returning item to VRC for inspection. VRC will pay for all shipping costs. If VRC determines part failed due to defects in material or workmanship,

VRC will repair or replace any warranted parts or components that fail due to such defects.

VRC shall not be liable to Buyer for equipment / components that have been modified or altered from the original configuration (hardware and/or software) by any party other than VRC, or equipment that has been improperly installed, improperly operated, misused, or abused based upon operator's manual or industry standards or intended use, or equipment which has not had reasonable and necessary maintenance, or equipment which has been used for operation outside of the specifications for the equipment. Buyer shall reimburse VRC for the cost of repair(s) and shipping resulting from such improper use or maintenance. Failure to strictly adhere to the contents in this paragraph will nullify and void any warranty. Buyer must contact VRC before attempting any repair, maintenance, or service that would in any way alter or modify any component.

Not Covered by Warranty	
Part No.	Description
V001152	BORON NITRIDE SLEEVE
V001173	NOZZLE GASKET
V001211	METERING BLOCK
V001213	METERING WHEEL
V001219	THRUST BEARING
V001880, V001881	THERMOCOUPLE
V002199	BRONZE SLEEVE
V002205	SHAFT SEAL
V002366	4.5" WAVE SPRING
V002367	5.375" WAVE SPRING
V002832	HEATING ELEMENT
V003345	FOLLOWER BLOCK ASSEMBLY W/SPRING
V003385	120" HOT GAS HOSE
V003701, V002208 V003825	ISOLATION BALL VALVE, 1/4"



V005570, V005497	ISOLATION BALL VALVE, 1/8"
V005847	
V005539	PLUNGER TUBE
V005543	PLUNGER TIP
V005436	ASSY, TC, APL HEATER
V005322	SLEEVE, NOZZLE, COPPER
V005173, V005977 V005978, V005979	C-RING
V001249, V004144	CERAMIC INSULATOR (BLOCK &
V004267	BARREL)
V001245, V001246	POWDER INJECTOR TUBE
V003349, V004121	
V004266, V004321	
V005335, V005821	
V005822	
V002204, V002624	O-RING, SILICONE, EXTREME PRESSURE, HI OR LOW TEMPERATURE
V005171, V005178	
V005180, V005231	
V005236, V005324	
V005325, V005326	
V005327, V005328	
V005386	
Multiple	ANY INTERNAL HEATER COMPONENT TO INCLUDE INSULATION, MULLITE, OR MICA
Multiple	ANY CUSTOM LENGTH HOT GAS OR POWDER FEED HOSE
Multiple	ALL NOZZLES

VRC products are intended for purchase and use by commercial/industrial users and persons trained and experienced in the use and maintenance of cold spray processes and equipment.

In the event of a warranty claim covered by this warranty, the exclusive remedies shall be, at VRC's sole discretion, to determine the appropriate option: (1) repair; or (2) replacement; or, where authorized in writing by VRC in appropriate cases, (3) the reasonable cost of repair or replacement at an authorized VRC service station; or (4) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the goods at customer's risk and expense. VRC's option of repair or replacement will be at VRC Metal Systems, LLC in Box Elder, South Dakota, or at a VRC authorized service facility as determined by VRC. VRC will be responsible for shipping costs and for selecting shipping method. Customers will pay for all

expedited shipping costs.

## B. Limitation of Liability

In addition to what is set forth in the Terms of Purchase and Terms of Use, the following shall apply:

To the extent permitted by law, the remedies provided herein are the sole and exclusive remedies. All warranties hereunder are expressly limited to the repair or replacement of defective items as set forth herein, in no event shall VRC be liable for direct, indirect, special, incidental, or consequential damages (including loss of profit), whether based on contract, tort or any other legal theory. VRC shall not be responsible for repair or replacement of items which have been subjected to neglect, accident, or improper use, or which have been altered by other than authorized VRC personnel.

Any express warranty not provided herein and any implied warranty, guaranty, or representation as to performance, and any remedy for breach of contract tort or any other legal theory which, but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including any implied warranty of merchantability or fitness for particular purpose, with respect to any and all equipment furnished by VRC is hereby excluded and disclaimed by VRC.

## C. Jurisdiction and Law

These terms and conditions, and all other transactions between the parties, shall be governed exclusively and construed in accordance with the laws of the State of South Dakota, without giving effect to its choice or conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms, shall be filed only in a court of the State of South Dakota or in a federal court sitting in the State of South Dakota, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms.

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.