

Application Considerations

Selection of Equipment—Because of the variety of uses for the products described in this catalog, those responsible for the application and use of this control equipment must satisfy themselves that all necessary steps have been taken to assure that each application meets all performance and safety requirements, including any applicable laws, regulations, codes and standards.

The illustrations, charts and layouts shown in this catalog are intended solely for purposes of example. Because there are many variables and requirements associated with any particular installation, Rockwell Automation/Allen-Bradley does not assume responsibility or liability (to include intellectual property liability) for actual use based upon the examples shown in this publication.

Rockwell Automation/Allen-Bradley Publication SGI-1.1, "Safety Guidelines for the Application, Installation and Maintenance of Solid State Control" (available from your local Rockwell Automation/Allen-Bradley office) describes some important differences between solid-state equipment and electromechanical devices which should be taken into consideration when applying products such as those described in this catalog.

Service and Installation Conditions—Unless otherwise noted, the products described in this catalog are designed to meet "usual service and installation conditions" as defined in NEMA (National Electrical Manufacturers Association) Standards Publication—Part ICS 1-108. Open style devices must be provided with environmental protection by proper mounting in enclosures designed for specific application conditions.

See pages General-7 through General-8 of this catalog for information on enclosures and an explanation of the degrees of protection provided by the different types, based on NEMA Standards Publication 250 and IEC Publication 529, as applicable.

Performance Data—Performance data given in this catalog is provided as a guide for the user in determining suitability and does not constitute a warranty. It may represent the result of accelerated testing at elevated stress levels, and the user should correlate it to actual application requirements. Actual performance is subject to Rockwell Automation/Allen-Bradley WARRANTY and LIMIT OF LIABILITY (see Rockwell Automation/Allen-Bradley Terms and Conditions of Sale).

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These general terms and conditions of sale only apply to direct sales by the manufacturer or its affiliates. Sales by appointed distributors and other independent authorized resellers will be subject to terms and conditions of sale as may be separately established by each such distributor or reseller. Sales outside of North America, as well as sales of other Rockwell Automation products and services, also may be subject to separate or supplemental terms and conditions of sale. For further information, please consult Rockwell Automation/Allen-Bradley sales office.

General. These general terms and conditions of sale (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts and repair services—collectively, the "Products") furnished hereunder. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller's written specification, quotation or order acknowledgment.

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- A. **Hardware:** Seller warrants for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be, that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six (6) months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.
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- C. **Factory Repair and Field Exchange:** Seller warrants for a period of six (6) months from the date of invoice from Seller or its appointed distributor, as the case may be, that billable or nonwarranty factory repaired or field exchanged hardware Products furnished hereunder will be free from defects in material and workmanship. Products furnished on an exchange basis may be new or reconditioned.
- D. **Service:** Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

Allen-Bradley Spares

- F. Remedies: Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, reperformance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's factory, will be at Customer's expense.
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Packing & Marking—Customer- specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

Weights and Dimensions—Published weights and dimensions are estimates or approximate only and are not warranted.

Quotations—Written quotations are valid for 30 days from issue unless otherwise stated. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction.

Prices—Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time and material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

Changes. Customer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities.

General Terms and Conditions of Sale

Returns. All returns of Products will be subject to prior Seller approval. Nonwarranty returns of unused and salable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by the customer.

Order Cancellation. An order may be canceled by the customer prior to shipment only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by the customer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of the customer's written notice specifying such cause.

Force Majeure. Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority,

fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

Government Clauses and Contracts. No government contract regulations or clauses will apply to the Products or this agreement or act to bind Seller unless specifically agreed to by Seller in writing at Seller's headquarters. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" under 10 CFR 21 (United States NRC) or otherwise under similar nuclear laws and regulations of this or any other country.

Export Control. Products and associated materials supplied or licensed under this agreement may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations.

Disputes. The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a

court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

Governing Law. This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the state, province or other governmental jurisdiction in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods.

Assignment. This agreement may not be assigned by either party without the written consent of the other, however, consent will not be required for internal transfers and assignments as between Seller and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

Language. The parties acknowledge that they have required that this agreement be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions of this agreement, the English version will prevail.

Forever Warranty

Refer to Rockwell Automation/
Allen-Bradley *Proximity Sensors*, *Forever Warranty* publication number
871-SB001B-EN-P which can be found
on www.theautomationbookstore.com

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