



## LIMITED PRODUCT WARRANTY

Limited Product Warranty. Subject to the provisions warrants to Buyer (the "**Product Warranty**") that:

- A. for a period of 30 days from the date of receipt of shipment of a Good (the "**Warranty Period**"), each Good will materially conform to the specifications and will be free from significant defects in material and workmanship; and
- B. Buyer will receive good and valid title to all Goods, free and clear of all encumbrances and liens of any kind.

Product Warranty Limitations. The Product Warranty does not apply to any Good that:

- A. has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller;
- B. has been reconstructed, repaired or altered by Persons other than Seller or its authorized Representative; or
- C. has been used with any third-party products, hardware or product that has not been previously approved in writing by Seller.

Buyer's Exclusive Remedy for Defective Goods. Notwithstanding any other provision of this Agreement Buyer's exclusive remedy for Defective Goods. During the Warranty Period, with respect to any allegedly Defective Goods:

- A. Buyer shall notify Seller, in writing, of any alleged claim or defect within 10 Business Days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);
- B. Buyer shall ship, at Seller's expense, such allegedly Defective Goods to Seller's facility located at Brooksville for inspection and testing by Seller;

C. if Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such Goods are Defective and any such defect has not been caused or contributed to by any of the factors described above. Seller shall in its sole discretion and at its expense, repair or replace such Defective Goods; and

- (i) Seller shall ship to Buyer, at Seller's expense, the repaired or replaced Goods to the Delivery Location.

Buyer has no right to return for repair, replacement, credit or refund any Good except as set forth in this (or if otherwise applicable). In no event shall Buyer reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party.

DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES: NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH AND THE PRODUCT WARRANTY SET FORTH, (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Third-Party Products. Buyer acknowledges that the Goods purchased by Buyer under this Agreement may contain products manufactured by a third party ("**Third-Party Products**"). Third-Party Products are not covered by the warranty. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products.

Withdrawal of Goods. If Seller determines that any Goods sold to Buyer may be Defective, at Seller's request, Buyer shall withdraw all similar Goods from sale and, at Seller's option, either return such Goods to Seller (pursuant to the terms) or destroy the Goods and provide Seller with written certification of such destruction. Notwithstanding the limitations, if Buyer returns all withdrawn Goods or destroys all withdrawn Goods and provides Seller with written certification of such destruction within 10 days following Seller's withdrawal request, in either case consistent with Seller's instructions, unless any such defect has not been caused or contributed to by any of the factors described, Seller shall (a) repair or replace all such returned Goods or (b) replace such destroyed Goods, in either case pursuant to the terms. THIS SECTION SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION.

Indemnification.

Buyer Indemnification. Buyer (as "**Indemnifying Party**") shall indemnify, defend and hold harmless Seller and its Representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, "**Losses**"), relating to any Claim of a third party alleging:

- A. a material breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
- B. any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
- C. any bodily injury, death of any Person or damage to real or tangible personal property caused by the willful negligent acts or omissions of Indemnifying Party or its Personnel;  
or
- D. any failure by Indemnifying Party or its Personnel to materially comply with any applicable Laws.

Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's:

- A. negligence or more culpable act or omission (including recklessness or willful misconduct); or
- B. bad faith failure to materially comply with any of its obligations set forth in this Agreement; or
- C. use of the Goods in any manner not otherwise authorized under this Agreement or that does not materially conform with any usage specifications provided by Seller.

EXCLUSIVE REMEDY. THIS SECTION 10 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SELLER AND EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 10.

Limitation of Liability.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL SELLER OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.