

## WARRANTY

### 1. Equipment Warranty.

a. The Company warrants that the Distributor shall acquire Equipment purchased hereunder free and clear of all liens and encumbrances. The Company further warrants all the Equipment to be free from defects in material or workmanship under normal use and service for a period of two (2) years from the date of delivery. All repair covered by this warranty must be done at the Company's factory, or other such warranty repair facilities of the Company as designated by the Company unless the Company specifically directs that this service be performed at another location. The Company shall not be responsible for any costs other than that associated with the direct repair of the Equipment including but not limited to shipping to and from the Company's factory. Any defect corrected within two (2) years and found to be within this scope of the warranty will be repaired by the Company and all charges for labor and material will be borne by the Company. If it is determined that either no fault exists in the Company, or the damage to be repaired was caused by negligence of the Distributor, its agents, employees or customers, the Distributor agrees to pay all charges associated with each such repair. **THIS CONSTITUTES THE SOLE WARRANTY MADE BY COMPANY EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS.**

b. The Company has the right to review all forms used by the Distributor in connection with its sales of the Equipment and to prohibit the use of forms which contain warranties, other than the express written warranties made by the Company. The limitations set forth below on the Company's liability for lost profits, incidental damages and consequential damages survive any failure of purpose of this limited warranty.

c. The Company's liability, if any, for damage caused by defective Equipment is limited to the limited warranty set out in paragraph 1a above. Under no circumstances will the Company be liable for any lost profits, incidental damages, or consequential damages except if the Company is negligent in the performance of its obligations under this Agreement. The Distributor will not make any warranties to its customers in addition to or different from the warranties expressly set forth in writing by the Company. Any such additional or different warranties made by the Distributor to its customers will be the Distributor's sole responsibility and the Distributor shall indemnify the Company and hold the Company harmless from any and all liability, loss, cost or damage arising out of any such additional or different warranties. If the Distributor fails to object effectively to contrary warranty terms set forth in a customer's purchase order, the Distributor shall indemnify the Company and hold the Company harmless from any and all liability, loss, cost or damage arising out of additional or different warranties that result from the use of such purchase order.

2. Misuse of Equipment. Any tampering, misuse or negligence in handling or use of the Equipment renders the warranty void. Further, the warranty is void if, at any time, the Distributor attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Distributor creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced. **OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.**