



Warranty Information

(a) Seller hereby warrants to Buyer that, for a period of three (3) years following Buyer's taking delivery of the Products hereunder (the "Warranty Period"), such Product shall: i) be fit for its intended purpose and be of merchantable quality;

ii) be free from defects in materials, workmanship, and design; iii) conform strictly to the performance, functionality and other specifications and descriptions set forth in Seller's catalogs, product brochures, or other representations, depictions, samples or models; and iv) conform strictly to all specifications, drawings and descriptions referenced or set forth in the Order (collectively, the "Performance Warranty").

(b) The Expiry of the Performance Warranty shall be suspended with respect to any claim made by Buyer prior to such termination or expiration.

(c) Seller agrees that Buyer may assign any claims against Seller under such Performance Warranty against Seller to its customers so that Buyer's customers may enforce such Performance Warranty against Seller on, in and for customer's behalf, name or benefit.

(d) During the Warranty Period, Seller shall, at no additional cost to Buyer, repair or replace at Buyer's option any Product that fails to conform to its Performance Warranty in any respect whatsoever (each, a "Defective Product") within a reasonable time set by Buyer.

If Buyer's option is to replace such Product, the replacement Product must conform to the Performance Warranty in all respects ("Conforming Product(s)"). Replacement Products must be new product if the Defective Product was supposed to be new product; no repaired or remanufactured product will be accepted. Seller shall replace, at Buyer's option, each Defective Product and re-deliver a Conforming Product to Buyer as soon as possible, and in all events within a reasonable period of time set by Buyer after notice that a Product is a Defective Product.

All return shipments of Defective Products to Seller shall be at Seller's sole cost, risk, and expense. Seller shall bear all shipping costs for warranty returns and replacements. Seller shall bear all reasonable direct and indirect costs and expenses incurred by Buyer to replace a Defective Product with a Conforming Product, including, but not limited to, labor and travel expenses. Buyer has the right to return Product on a per occurrence basis. No minimum quantity shall be required for returns.

(e) If it is obvious that the defect cannot be remedied within a reasonable period of time either by repair or replacement, Buyer has the right to reduce the purchase price or to rescind the contract with immediate effect. In the latter case, Buyer shall be entitled to an immediate and full refund of the purchase price paid to Seller for such Defective Product against returning the Defective Product. In any case, Buyer has the right to reduce the purchase price or to rescind the contract after expiration to no avail of a reasonable time set by Buyer. If Buyer elects to rescind the contract, nothing herein shall limit all additional rights and remedies available to it under law or excuse the Seller from any ancillary obligations set forth herein.

No period of reasonable time has either to be set by Buyer, if the Seller has seriously and definitively refused repair or replacement, if such repair or replacement is abortive or the setting of a date for repair or replacement is not reasonably acceptable to Buyer. Any repair or replacement is deemed to be abortive after the second unsuccessful attempt, unless something can be derived from the nature of the product or the defect or the conduct of the Seller.

Nor does a reasonable time for repair or replacement have to be set if, on account of a defect claimed by a consumer which defect already existed before the Product was delivered to Buyer, Buyer had to take the Product back as a result of the defective nature either from Buyer's customer in the delivery chain or directly from the consumer, or if the consumer reduced the purchase price.

Buyer's right to claim damages remains unaffected.

(f) Seller shall be responsible for all direct, indirect and consequential damages incurred by Buyer resulting from the provision of a Defective Product or from the late delivery of a Product.

(g) After the end of the Warranty Period, Seller shall continue to offer Product support to repair and/or provide service parts for a period of ten (10) years beginning with the date the Product is discontinued or no longer offered for sale by Seller. In the event that Seller cannot, or chooses not to, offer such Product support, then Seller shall provide one (1) year's notice before discontinuing such Product support. Furthermore, Seller shall provide all of the necessary technical drawings and documentation, as well as a royalty-free, non-revocable license to all applicable intellectual property required for the continued repair or manufacturing of Products by Buyer or Buyer's designee.