

UNIFIRE AB

2 YEAR LIMITED PRODUCT WARRANTY

1. **WARRANTY:** The terms of this Warranty are supplemental to Unifire's Terms & Conditions of Sale as provided with Unifire's offer, which are incorporated herein. Unifire AB ("Seller") warrants, to the original purchaser ("Buyer"), on the terms set out below, that the goods sold by the Seller ("Product") will be free from material defects in workmanship and material. The terms of this Warranty shall be Buyer's exclusive and sole remedies with respect to the subject matter set forth herein.
2. **VALIDITY:** This warranty shall be for a period of **TWO (2) YEARS** ("Warranty Period"), commencing on the date of delivery, for all primary components (robotic nozzles, nozzle tips, PLC's and/or control boxes and controllers (joysticks). Minor components, such as cables, connectors, electric motors, and the like, are considered consumables and require periodic replacement due to wear, and Unifire warrants these items for a period of (6) months. This Limited Product Warranty does not apply to periodic calibration or minor maintenance as described in products' operating manuals.
3. **REPORTING WARRANTY CLAIMS:** If a Product defect arises, Buyer shall promptly notify Seller in writing of the nature of the defect, a full and truthful description of the defect and its discovery and evidence supporting the claim, including photographs and/or video, serial numbers (and/or other information requested by Seller to reasonably identify that the goods were sold by Seller and the date of sale), and any other information that the Seller may reasonably request to substantiate Buyer's claim.
4. **REMEDIES:** If the Buyer submits and substantiates a valid claim during the Warranty Period, Seller shall, at Seller's sole option and to the extent permitted by law, either: **(1) repair the defect at no charge, using new or refurbished replacement parts or components; or (2) exchange the Product with a Product or component that is new or which has been remanufactured from new or serviceable used parts (or components) and which is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product.** Unless otherwise agreed by Seller, Buyer shall bear all shipping costs of the replacement Product (or components), as well as any customs fees, duties and taxes. Buyer shall also bear the shipping costs of the return of the defective Product or component to Seller (if Seller so requests). A replacement Product or component, including a user-installable Product part that has been installed in accordance with instructions provided by Unifire, assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for the Buyer. When a Product or component is exchanged, any replacement item becomes Buyer's property and the replaced item becomes Seller's property. Products and components provided by Unifire in fulfillment of its warranty obligation must be used in Products for which warranty services is claimed. When a refund is given, the Product for which the refund is provided must be returned to Unifire and becomes Unifire's property.
5. **EXCLUSIONS AND LIMITATIONS:**
 - 5.1. Except as otherwise explicitly set out above, and to the maximum extent permitted by law, Seller provides its Products on an "as is" basis.
 - 5.2. Unifire does not warrant that the operation of the Product will be uninterrupted or error-free. Unifire is not responsible for damage arising from such possible interruptions or errors, nor from a failure to follow all instructions relating to the Product's use.
 - 5.3. This warranty does not apply: (a) to damage caused by use with non-Unifire Products; (b) to damage caused by accident, abuse, misuse, physical harm, flood, fire, or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses of the Product and/or in contradiction of any provision of the Product manuals or other documentation provided with the Products or otherwise conveyed by Seller to Buyer; (d) to damage caused by service (including upgrades and expansions) performed by anyone other than Seller, unless the specific service was authorized or approved by Seller in advance and in writing; (e) to a Product or part that has been modified to alter functionality or capability without the written permission of Unifire; (f) to consumable parts, such as batteries, unless damage has occurred to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken minor parts, that does not otherwise affect the Product's functionality or materially impair your use; (h) if any Unifire serial number has been removed or defaced.
 - 5.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS,



WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SELLER SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SELLER CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH IMPLIED OR STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM EXTENT PERMITTED BY LAW AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SELLER IN ITS SOLE DISCRETION.

- 5.5. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, UNIFIRE SHALL NOT BE RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.
- 5.6. No Unifire reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.
- 5.7. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

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