

LIMITED ONE (1) YEAR WARRANTY

Manufacturer: Optomec, Inc.
Address: 3911 Singer Blvd., NE, Albuquerque,
NM, U.S.A. - 87109

This warranty shall continue for a period of (1) one year from the original date of delivery. If installation is delayed by Buyer for more than a 60-day period from delivery, Buyer will be responsible for all replacement costs (including parts and labor) for any damaged components to the System associated with the delayed installation. This warranty is non-transferable. It is limited to the original Buyer. Seller warrants that the System furnished will be free from manufacturing defects, provided Buyer's operating personnel abide by the instructions given at the time of delivery and make such minor adjustments as may be required during use of the System, including: adhering to the "Customer Shipping Procedure for the Safe Transportation of Optomec Systems," refraining from breaking the seal on the PCM cover in Aerosol Jet® systems by opening such covers, and refraining from overriding the interlock systems. THIS WARRANTY SHALL BE VOID FOR FAILURE TO FOLLOW THESE INSTRUCTIONS AND PROCEDURES. ADDITIONALLY, SUPPLEMENTAL INSTALLATION CHARGES MAY APPLY TO THOSE WARRANTIES THAT ARE VOIDED FOR FAILURE TO FOLLOW THE ABOVE INSTRUCTIONS AND PROCEDURES. FAILURE TO PAY FOR THE SYSTEM AND RELATED SERVICES IN FULL AND WHEN DUE WILL VOID THE WARRANTY. This warranty does not extend to consumable items defined by the Seller. Further, this warranty does not extend to the System if the Buyer removes or conceals any trademark logos of the Seller on the System. If anything is found which is broken, or not as specified, notice shall be given in writing to Seller within (30) thirty days after the System is received by Buyer so that Seller may correct same, and in the absence of such notice, no claims for such defect or the like shall be allowed by Buyer. Buyer is responsible for shipping warranty goods to Seller's facility for repair. Seller is responsible for shipping replaced or repaired warranty goods to Buyer's facility. Seller warrants that it will repair, or furnish without charge, a similar part to replace any material in the System which within (1) one year after the date of shipment is proved to the satisfaction of Seller to have been defective at the time it was sold, natural wear and breakage through carelessness, accidents, abuse, negligence, and Acts of God excepted, provided that all parts claimed defective shall be returned, properly identified, to Seller's branch house having jurisdiction over the territory, charges prepaid. This warranty to repair applies only to new and unused machinery, which, after shipment from the factory of Seller has not been altered, changed, repaired or treated in any manner, and does not extend to trade accessories sold or operated with the machinery. Buyer shall render necessary and friendly assistance to Seller in and about remedying the defect. When at the request of Buyer a representative of Seller is sent to remedy or repair machinery and the same is found to have been carelessly or improperly handled, the expense incurred by Seller in putting it in working order shall be paid by Buyer. No attempt by Seller or its representatives to remedy any defects shall constitute a waiver of any of the provisions of this agreement, and, if a mechanical expert visits the System and does not leave it working properly, Buyer shall give immediate notice in writing to Seller at its head office, stating specifically the failure or neglect complained of. No claim of breach of warranty or that quality of goods is not in accordance with the contract shall constitute a cause for cancellation of this contract or any part of it. Individual line items in the Optomec quote constitute separate deliverables. Only

defective line items may be returned. Seller shall in no event be liable for breach of warranty in an amount exceeding the purchase price of the System or the purchase price of the specific defective component.

If a complaint is made to Seller by Buyer that the System is not meeting the above warranty, then Seller shall have the right to make a test of the System. If Seller exercises this right, such test shall be conducted by an Agent of Seller who shall have entire charge of the System. Buyer shall furnish the load necessary for such test, and all assistance, electricity, materials, gas, etc., and other things necessary for such test. Such test shall be made within a reasonable time after such complaint has been received by Seller at its home office. If such test shall show the System to operate according to the warranty, then Buyer shall deliver to Seller's Agent a written acknowledgement of such fact; however, if at the end of such test Buyer fails or refuses to deliver to Seller's Agent a written acknowledgement that the System operates according to the warranty, then Buyer shall immediately notify Seller at its home office, by registered letter, what in particular Buyer claims to be defective in the System within the warranty, and Seller shall have a reasonable time to remedy such defects. The failure of Buyer to notify Seller as before provided for, of the claimed defects within fifteen (15) days after the complaint of the test, shall constitute and be construed to be an acknowledgment by Buyer that the System has operated successfully at the test in strict accordance with the warranty. If the complaint is not made within fifteen (15) days after the System is put in operation, or if such test cannot be conducted because of the fault of Buyer, then the warranty shall be null and void and Seller shall not be bound by it, and the System shall then be considered accepted by Buyer. No legal action shall commence against Seller with respect to the liability of Seller hereunder more than twelve (12) months after shipment of the System.

If Seller shall, at the request of Buyer, render assistance of any kind in operating the System, or any part of it, or in remedying any defects at any time, the assistance shall in no case be deemed an acknowledgment on Seller's part of a breach by it or this warranty, or excuse for any failure to fully keep and perform the conditions of this warranty.

This Agreement shall be divisible as to each System and attachment for which a separate price is named, and the failure of any article to fulfill the warranty shall not affect the liability of Buyer for any other article ordered.

The warranty described in this Agreement is in lieu of all other warranties. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.

This is the entire agreement between the parties and no other warranties shall be implied. No statements, displays, models, samples, or representations made by Seller shall be considered part of the Agreement.