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 “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 careless handling, 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 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.