

Warranty and Service Policy

Warranty:

ENTRON warrants that any equipment manufactured by it for the Purchaser (the "Product") will be free from defects in materials and workmanship and will comply with ENTRON's quoted specification and/or schematic design for the Product (the "Designed Use"). ENTRON further warrants that, if properly and normally used and maintained, the Product will be free of defects for the Warranty Period. The Warranty Period shall run from the date of original purchase of the Product to the earlier of (i) eighteen (18) months after the date of shipment from the ENTRON site or (ii) twelve (12) months after the Product is placed in service, whichever occurs first (the "Warranty Period"). The Warranty Period applies unless superseded by a different term that is expressly accepted by ENTRON in writing in ENTRON's order acknowledgement document. During the Warranty Period, ENTRON will remedy any such defects and will remedy any non-compliance with the quoted specification and/or schematic design by repair or replacement (at ENTRON's option) of the Product or parts to the Product.

Terms and Conditions of Warranty:

The warranty shall be limited to the warranty of materials and workmanship and compliance with ENTRON's Designed Use for the Product and ENTRON makes no other warranties. When the Product is sold to be used in combination with other equipment not of ENTRON's design or manufacture, the warranty is limited to the Product and not the other equipment.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE IN THE FIRST PARAGRAPH, (A) NEITHER ENTRON NOR ANY PERSON ON ENTRON'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR PERFORMANCE OF PRODUCTS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) THE PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ENTRON, OR ANY OTHER PERSON ON ENTRON'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE FIRST PARAGRAPH.

This warranty does not apply to any Product that (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by ENTRON; (ii) has been reconstructed, repaired or altered by persons other than ENTRON or its authorized representative; (iii) has been used or integrated into any machine or equipment for any use other than a Designed Use; or (iv) has been used with any third-party products, hardware or product that has not been previously approved in writing by ENTRON.

For replacement parts supplied by ENTRON, the Warranty Period for said replacement parts is limited to the Warranty Period for the original Product in which said replacement parts are installed.

With respect to any of the equipment used within the Product, but not manufactured by ENTRON, ENTRON will transmit to the Purchaser the benefit of any warranties or conditions it receives from the manufacturer or supplier of said equipment which are capable of transmission. ENTRON itself gives no warranty hereunder in respect of any such equipment.

To obtain repairs or replacement parts under this warranty, the defective part must be returned, prepaid, to any ENTRON site (Mexico, United Kingdom or United States) prior to the end of the Warranty Period. Please send your repair to the attention of "Service" with a description of the problem you are experiencing, contact person and phone number.

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Limitations of the Warranty:

The damages for which ENTRON is liable in respect of any one cause of action shall not exceed the sum equal to 100% of the purchase price specified in the equipment purchase agreement.

OTHER THAN ACTUAL DAMAGES AS LIMITED BY THE PRIOR PARAGRAPH, IN NO EVENT SHALL ENTRON OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY CLAIMS RELATED TO THE PRODUCT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY ENTRON OR ITS AUTHORIZED REPRESENTATIVE, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCT.

Warranty and Transferability of Software:

All software and/or software documentation (collectively, the "Software"), whether supplied to the Purchaser as a component of the Product or supplied as a stand-alone Product, shall be considered to be "licensed" rather than "sold" to the Purchaser, and the Purchaser shall be licensed to use the Software under the following terms unless superseded by a different term that is expressly accepted by ENTRON in writing in ENTRON's order acknowledgement document.

ENTRON or ENTRON's licensor retains ownership of the Software and applicable copyrights, patents and trade secrets.

- The Purchaser, as licensee, is granted a limited, non-exclusive, royalty-free license to use the Software during the term permitted by ENTRON in writing (and perpetually for any Software embedded into the Product).
- The Purchaser may not reverse engineer or modify the Software (except to customize the Product for the Purchaser's operations, as authorized by ENTRON in writing, provided that any such modifications are and shall remain the property of ENTRON), remove it from the Product, or install the Software into products other than the Product.
- The Purchaser may not sublicense the Software, and this license terminates upon transfer of the Product to any third party.

All rights in the Software not expressly granted hereunder are reserved to ENTRON. The rights granted herein may be terminated by ENTRON upon prior written notice to the Purchaser if the Purchaser is in default of these standard terms.

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