



## Electroimpact Standard Warranty Terms and Conditions

The Electroimpact Standard Warranty Terms and Conditions are as follows. These terms shall supersede any conflicting terms where applicable.

### **Definitions:**

Any new complete Electroimpact equipment and tooling delivered in performance of this Contract is hereafter referred to as the "Product".

Any specific parts and components that are included as part of the Product or are themselves delivered in performance of this Contract in support of original Electroimpact equipment and tooling are hereafter referred to as "Product Parts and Components".

### **Coverage:**

This warranty covers Product and Product Parts and Components provided by Electroimpact against failures involving defective materials, engineering errors, errors in machine software, errors in part programs created by Electroimpact, or poor workmanship. Electroimpact supplied Product Parts and Components that fail or become damaged due to these errors or defects will be rebuilt or replaced at no cost to the Buyer.

All Warranty Claims must be submitted to Electroimpact in writing, within the Warranty Period. As part of any Warranty Claim, the Buyer shall have a duty to inform the Seller if the Buyer is aware of any relevant actions or incidents that may have transpired from the Warranty Exclusion List.

Electroimpact personnel shall be solely responsible for determining the appropriate scope of the Product or Product Parts and Components requiring servicing including repair or replacement under this warranty coverage. Electroimpact trained personnel will determine if the repair or replacement of an entire assembly is required or if warranty coverage of a specific part or component will resolve the issue.

This warranty does not cover expendable and consumable parts which become worn during normal use.

Warranty coverage is non-transferable.

Returns will not be accepted without prior written permission from Electroimpact.

### **Warranty Period:**

Electroimpact Product and Electroimpact Product Parts and Components come with a limited warranty for a Warranty Period of one (1) year from the date of completion of acceptance testing at the buyer's facility, final acceptance by the buyer or the date the Product or Product Parts and Components are first used for qualification, production, or any other purpose beyond contractual functional testing, whichever comes first.

ELECTROIMPACT, INC.



Product Parts and Components rebuilt outside of the original Electroimpact equipment and tooling Warranty Period have a limited Warranty Period of ninety (90) days from the time of shipping from Electroimpact.

Any Product Parts and Components that have been repaired or replaced by the Seller in fulfilling the warranty shall have a Warranty Period coverage of ninety (90) days from the time of shipping from Electroimpact or for the remainder of the original Warranty Period for the Product Parts and Components, whichever is greater. The overall system and Product Warranty Period will not be extended for any length of time unless explicitly agreed in writing by both the Buyer and Seller.

**Availability:**

Electroimpact guarantees the availability, for purchase, of all Product Parts and Components exclusively designed and manufactured by Electroimpact for a minimum of ten (10) years from the entry into service of the original Electroimpact equipment and tooling, subject to manufacturing lead times. A list of recommended spare parts and components is provided to the buyer as part of every Product purchase and any spare parts and components that the customer chooses not to stock will be subject to manufacturing lead times. Electroimpact will make best efforts to expedite the manufacturing of spare parts and components in critical machine down situations but cannot guarantee parts or components will be available off the shelf unless specifically contracted to do so by the Buyer.

**Third-Party:**

Electroimpact cannot guarantee the availability of third-party spare parts and components but will make best efforts to work with our third-party suppliers to promptly supply appropriate spare parts as needed.

If any specific Product Parts and Components have a third-party manufacturer's warranty that extends beyond the coverage under the Warranty Period provided by the Electroimpact Standard Warranty Terms and Conditions, Electroimpact will assist the Buyer in processing that warranty claim with the third-party manufacturer if necessary.

Electroimpact expressly disclaims any warranty express or implied, as to the condition, design, operation, merchantability, or fitness for use of any tool, or part(s) thereof not manufactured by Electroimpact. The only warranty made with respect to such tool or part(s) thereof are those made by the third-party manufacturer thereof and Electroimpact agrees to cooperate with the Buyer in enforcing such warranties when such action is necessary.

**Warranty Support:**

All trips by the Seller to the Buyer's facility, after initial installation (as applicable), shall be considered a Service Call unless Electroimpact has explicitly agreed in writing that the trip is for warranty purposes. A purchase order is required to initiate a Service Call. After such purchase order is issued, credit for travel cost will be issued to the Buyer if the nature of the problem is determined to be covered under the warranty.

Onsite service for warranty claims will be provided at no cost if remote diagnosis of the warranty failure is not possible or the equipment maintenance manual states that the procedure in question should only be performed by Electroimpact trained personnel.



In cases of repeated failure of Product Parts and Components, where reasonable doubt of cause may exist, Electroimpact reserves the right to ask for the return of the Product or Product Parts and Components for examination, or when that is not possible, will be given access to the system in question at the buyer's facility within a reasonable time period, for analysis for misuse and/or abuse. If substantial evidence of misuse or abuse exists, such evidence shall be submitted to the Buyer, and warranty claims are voided for the parts in question.

**Exceptions:**

If a Product Parts and Components serial number is removed, obliterated, or defaced the warranty is considered null and void.

Any substitution by the Buyer of Product Parts and Components with a part or component that is not identical to the one provided by the Seller must be reviewed and approved by Electroimpact in writing prior to substitution or the warranty shall be null and voided and the Warranty Period ended.

This warranty shall not cover any issues that result directly or indirectly from any activity listed on the following Warranty Exclusion List:

- Improper installation by the Buyer or it's representatives
- Any improper operation, improper servicing, improper maintenance, improper preventative maintenance or improper cleaning by Buyer or its representatives including any failure to follow the procedures, schedule or frequency documented in the operator manuals, maintenance manuals or training conducted by Electroimpact.
- Damage due to part programming errors, machine software, macro, or parameter modifications, or other programming errors performed by Buyer or it's representative or NOT performed or approved by Electroimpact personnel.
- Any misuse, negligence, abuse, tampering or modification of the Product or any Product Parts and Components by the Buyer or it's representatives
- Damage caused by natural disasters such as fire, flooding, lightning, earthquakes, tornados, power outages, and hurricanes or any force majeure event.
- Issues caused by improper environmental control of the facility ambient conditions including excessive heat, cold, moisture or dryness.
- Usage of any improper services including electrical supply, hydraulic supply or air supply not limited to incorrect voltage, current, frequency, pressure, flow rate or any issue resulting from noisy electrical supply, fluctuating supply, contaminated compressed air or hydraulic supply or incorrect moisture in the compressed air supply.
- Usage of any improper parts or tools by the Buyer or its representatives.
- Service performed outside of normal maintenance that is performed by anyone other than Electroimpact authorized personnel or without Electroimpact approval
- Expendable and consumable parts, which become worn during normal use
- Third party parts, components, or devices added to the product after its shipment from Electroimpact and not approved in writing by Electroimpact
- Materials provided by purchaser or design stipulated by purchaser
- Normal drift or change in value of reference points or fixture details set or valued by Electroimpact, once the Buyer has accepted the system

**Liability:**

ELECTROIMPACT, INC.



Electroimpact shall not be liable for any loss, damage or claim resulting from delays or non-fulfillment of the Product and/or Product Parts and Components as a result of force majeure including any strikes, fires, accidents, transportation company's failures, acts of god, pandemics, threats or actual acts of terrorism, or for any reason beyond the control of Electroimpact or its suppliers.

In no event shall Electroimpact be liable for special, indirect, incidental or consequential damages however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Product or Product Parts and Components or original machine and tooling, facilities or services, downtime costs or claims of Buyer or any third-party for such or other damages whether on account of Products and Product Parts and Components furnished there under of delays in delivery thereof of services performed upon or with respect to such Products and Product Parts and Components.

Electroimpact's aggregate liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any losses or damages arising out of, connected with, or resulting from activities including the design, manufacture, sale, delivery, repair, installation performed by Electroimpact, technical direction of installation, inspection, servicing, maintenance, cleaning, operation or use of any Product shall in no case exceed the purchase price under this Contract of any specific Product Parts and Components that give rise to the claim.

In no event shall Electroimpact be liable for any damages incurred due to failure of the Buyer to follow local electrical and safety codes, the National Electrical Codes (NEC) and the Occupational Safety and Health Act (OSHA), or other applicable international codes.

Notice of claims against Electroimpact must be provided to Electroimpact in writing within forty-eight (48) hours of discovery to afford Electroimpact an opportunity to make a prompt investigation of surrounding facts and mitigate any damage which might ensue, should it be determined to be Electroimpact's responsibility. Failure to give such notice to Electroimpact shall constitute a waiver by Buyer of any right to later assess such a claim.

#### **Law and Disputes:**

This coverage and any disputes arising out of, or relating to, this Standard Warranty Terms and Conditions shall be governed by the laws of the State of Washington without regard to the conflict of law rules thereof. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Products.

If one or more provisions of these Standard Warranty Terms and Conditions are held to be unenforceable under applicable law, such provision shall be excluded from these Standard Warranty Terms and Conditions, and the remainder of the Standard Warranty Terms and Conditions shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.