



Rev J

## **Electroimpact Standard Limited Warranty Terms and Conditions for Equipment and Tooling**

### **1. Definitions:**

- **Buyer:** The entity purchasing from Electroimpact under Contract.
- **Product:** Any new Electroimpact equipment or tooling originally delivered under a Contract. This definition expressly excludes (i) parts or prototypes produced under contract manufacturing purchase orders, and (ii) certain catalog items that are specifically identified as having separate warranty terms.
- **Sub-Assemblies and Components:** Sub-Assemblies and Components that are part of the Product or provided in support of Electroimpact equipment and tooling, and intended for use with Electroimpact equipment and tooling, excluding catalog items that are explicitly identified as having separate warranty terms.
- **Warranty Work:** Repair or replacement of defective Products, Sub-Assemblies, and Components, or re-performance of deficient Services, as determined by Electroimpact to be necessary under the terms of this Warranty.
- **Software Updates:** Modifications or updates to equipment and tooling software or part programs provided by Electroimpact to correct defects, address security vulnerabilities, or maintain compatibility with the originally specified operating environment, excluding updates that provide new features or functionality not included in the original purchase.
- **Warranty Period:** The duration during which warranty coverage is valid, starting from the date of acceptance testing completion, final acceptance, or first use beyond contractual functional testing, whichever occurs first, and subject to the limitations set forth in Section 5.
- **Force Majeure:** Events beyond Electroimpact's control, such as natural disasters, acts of terrorism, pandemics, governmental actions, strikes, fires, accidents, un-anticipatable supplier delays, or transportation failures.
- **Business Days:** Refers to any day other than a Saturday, Sunday, or a public holiday observed by Washington State.
- **Service Call:** Any request by the Buyer for onsite service.
- **Services:** Activities such as metrology, maintenance, inspection, refurbishment, removal, and relocation provided by Electroimpact performed on Electroimpact equipment and tooling.
- **Consumables:** Wear items, such as cutters, filters, lubricants, seals, gaskets, belts, bearings, hoses, fittings, nozzles, abrasive pads, fuses, and other similar parts that experience natural wear or consumption during use, which are explicitly excluded from warranty coverage.
- **Defect:** A failure of the Product, Sub-Assembly, Component, or Software Update to conform to Electroimpact's published specifications or obligations due to a defect in design, materials, or workmanship, existing at the time of delivery, and manifesting during the applicable Warranty Period.

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- **Normal Use:** Operation of the Product in accordance with industry standard practices and Electroimpact's operating instructions, within the specified environmental and operational parameters, and for the purpose for which it was designed.

## 2. Contract Manufacturing Products:

This warranty does not cover components, prototypes, or parts manufactured under contract manufacturing purchase orders. Such components, prototypes, or parts are covered under a separate warranty that specifies their applicable terms and conditions. Any claims or coverage for these items must be addressed in accordance with the specific warranty provided for contract manufacturing products.

## 3. Warranty Coverage:

- **Products, Sub-Assemblies, and Components:** Electroimpact warrants that Products, Sub-Assemblies, and Components will be free from Defects during the applicable Warranty Period. Electroimpact's sole obligation under this warranty is to perform Warranty Work, which may include, at Electroimpact's discretion, repair or replacement of the defective item. Replacements may include updated or improved Components.
- **Services:** Electroimpact warrants that Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards. If Services do not meet this standard, Electroimpact's sole obligation is to perform Warranty Work, which may include, at Electroimpact's discretion, re-performance of the deficient Services or a refund of the applicable fees.
- **Software Updates:** Electroimpact warrants that Software Updates, as defined in Section 1, will be free from Defects during the applicable Warranty Period.

Electroimpact's sole obligation under this warranty is to perform Warranty Work, which may include, at Electroimpact's discretion, repair or replacement of the defective Software Update.

## 4. Warranty Exclusions:

This warranty does not apply in the following circumstances:

- **Normal Wear and Tear:** Failures due to standard wear and tear
- **Improper Installation or Use:** Failures resulting from installation not performed by Electroimpact, Components added without prior written approval from Electroimpact, use beyond intended purposes, or failure to follow provided procedures or commonly understood industry procedures.
- **Unauthorized Modifications:** Any modifications performed without prior written approval from Electroimpact and any resulting failures.
- **Neglect or Misuse:** Damage or failures caused by neglect, misuse, or tampering.
- **Third-Party Components:** Components covered by a third-party manufacturer's warranty.
- **Consumables:** Failures related to the improper maintenance or replacement of consumables, and the consumables themselves.
- **Viruses or Malware:** Issues resulting from viruses or malware that infected the system after installation of the equipment or tooling by Electroimpact.

- **Improper Environmental Conditions:** Issues or damage caused by insufficient facilities including an insufficient foundation and issues caused by improper environmental control, including excessive heat, cold, moisture, or dryness.
- **Improper Power or Supply:** Usage of improper electrical supply, hydraulic supply, or air supply, including incorrect voltage, current, frequency, pressure, or flow rate, is not covered.
- **Data Loss or Compatibility Issues:** Losses, damages, or compatibility issues with non-Electroimpact provided systems resulting from the installation or use of Software Updates, provided that the Software Update itself is free from Defects.
- **Acts of the Buyer:** Damage or failure caused directly or indirectly by any act or omission of the Buyer, its employees, agents, or contractors, other than Normal Use.

## 5. Warranty Period:

- **Products, Sub-Assemblies, and Components:** The Warranty Period is for one (1) year from acceptance, final acceptance, or first use beyond functional testing, whichever occurs first.
- **Rebuilt Sub-Assemblies or Components:** The Warranty Period is for ninety (90) days from the items being received by the Buyer or for the remainder of the original Warranty Period, whichever is longer.
- **Services:** The Warranty Period is for ninety (90) days from the date of completion.

## 6. Warranty Claim Process:

Claims must be submitted in writing to Electroimpact within the applicable Warranty Period and no later than five (5) business days after discovery of the alleged Defect. The claim must include the following information:

- A detailed description of the alleged Defect.
- The part number and serial number (if applicable) of the affected Product, Sub-Assembly, or Component.
- The date of purchase and/or installation.
- Photographs or videos clearly showing the alleged Defect.
- Copies of all relevant maintenance records.
- A description of the operating conditions at the time the Defect was discovered. \* A description of all relevant actions preceding the discovery of the defect.

Failure to provide complete and accurate information within the specified timeframe will result in denial of the warranty claim.

## 7. Availability of Parts:

Electroimpact guarantees the availability of Sub-Assemblies 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 and will be subject to manufacturing lead times.

## 8. Buyer Responsibilities:

- **Maintenance:** The Buyer is responsible for performing routine and preventative maintenance as specified in Electroimpact's documentation, including regular inspections,

lubrication, and replacement of worn parts. Maintenance must also include any activities considered standard industry practice or commonly understood as necessary for the proper functioning of the equipment.

- **Operational Conditions:** The Buyer must ensure the Product is used under Normal Use conditions.
- **Personnel:** The Buyer must use qualified personnel for the operation and maintenance of the Products. Failure to comply with these responsibilities may void the warranty.

## 9. Onsite Warranty Support:

Electroimpact will provide onsite support if remote diagnosis is not possible. Onsite support will be provided within a reasonable timeframe. Service Calls outside the warranty scope will require a purchase order issued prior to travel, with costs credited if determined to be covered under warranty. Travel expenses and labor rates for non-warranty service calls will be charged at Electroimpact's then-current rates.

## 10. Third-Party Components:

Electroimpact disclaims any warranty for third-party Components not manufactured by Electroimpact. Electroimpact assumes no responsibility for compatibility or performance issues arising from unapproved third-party Components. The only applicable warranty for such Components is provided by the third-party manufacturer, and Electroimpact will assist in processing such claims when necessary.

## 11. Repeated Failure Clause:

In the event of repeated failure of Sub-Assemblies or Components, Electroimpact reserves the right to request the return of the Product, Sub-Assemblies, or Components for examination, or access to the system at the Buyer's facility for analysis. If evidence of misuse or abuse is found, warranty claims will be voided for the affected items.

## 12. Force Majeure and Liability Limitations:

- **Force Majeure:** Electroimpact is not liable for delays or non-fulfillment caused by force majeure events.
- **Disclaimer of Implied Warranties:** Except as expressly provided in this warranty, Electroimpact disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- **Exclusion of Consequential Damages:** Electroimpact shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this warranty or the use of the Product, Sub-Assemblies, Components, or Services, including, but not limited to, loss of profits, loss of business, loss of use, loss of data, business interruption, downtime costs, or claims by third parties, even if Electroimpact has been advised of the possibility of such damages.
- **Limitation of Liability:** Electroimpact's total liability for any and all claims arising out of or relating to this warranty or the Product, Sub-Assemblies, Components, or Services, whether in contract, tort, or otherwise, shall not exceed the net purchase price paid by the Buyer for the specific defective Product, Sub-Assembly, or Component giving rise to the claim.

- **Indemnification:** The Buyer shall indemnify, defend, and hold harmless Electroimpact, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) the Buyer's use or misuse of the Product, Sub-Assemblies, Components, or Services; (ii) the Buyer's breach of this Warranty; or (iii) any third-party claims related to the Product, Sub-Assemblies, Components, or Services, except to the extent such claims are caused by Electroimpact's breach of this Warranty.
- **No Duty to Warn:** Electroimpact has no duty to warn the Buyer of any risks, hazards, or regulatory requirements associated with the Products, Sub-Assemblies, and Components or their intended or unintended applications. Unless otherwise agreed upon in writing, the Buyer is exclusively responsible for conducting all necessary risk assessments and ensuring full compliance with applicable laws, industry standards, and safety regulations concerning the Products, Sub-Assemblies, and Components.

### **13. Remedies and Warranty Disclaimer:**

- **Remedy:** The Buyer's sole remedy for any breach of warranty shall be limited to repair, replacement, or refund, as specified in this warranty.
- **Disclaimer:** Except as expressly provided in this warranty, Electroimpact disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

### **14. Transferability:**

This warranty may not be assigned or delegated, in whole or in part, by the Buyer without the prior written consent of Electroimpact. Any attempted assignment or delegation without such consent shall be void.

### **15. Law and Disputes:**

This warranty is governed by the laws of the State of Washington, USA, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any disputes not resolved through negotiation or mediation shall be resolved in the state or federal courts of King County, Washington.

### **16. Severability:**

If any provision of this Warranty is found to be unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the unenforceable provision with a valid and enforceable provision that most closely achieves the intent of the original provision.

### **17. Survival:**

The following sections shall survive the expiration or termination of this Warranty or any related agreement: Section 12 (Force Majeure and Liability Limitations), Section 15 (Dispute Resolution), and Section 16 (Governing Law and Disputes).



### **18. Entire Agreement:**

This Warranty incorporated herein by reference, and any applicable purchase order or contract, constitutes the entire agreement between Electroimpact and the Buyer with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.