

Warranty

Primatics, Inc. warrants that each Product will perform substantially in accordance with its documentation provided that the Products are used strictly in accordance with such specifications and without misuse, damage, alteration, or modification thereto. The sole and exclusive remedy of Distributor and, insofar as the end-user agreement so provides, each end-user, as well as their successors and assigns, for any defect or nonconformity in the Products shall be to obtain repair or replacement of the defective units that are returned to Primatics, Inc. freight prepaid within the Warranty period set forth in Section (b) below. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, PRIMATICS, INC. DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In any event, liability of Primatics, Inc. to Distributor whatsoever related to the Products, including any cause of action sounding in contract, tort, or strict liability shall not exceed the amount paid to Primatics, Inc. for the Product giving rise to such liability. In no event shall Primatics, Inc. be liable for any indirect, special, consequential, or incidental damages, however caused, including, without limitation, any damages arising out of the use or operation of the Products, delays in delivery or repair, loss of use of the Products or damage to any documents or other property of Distributor or its customers. Warranties and limitations on warranties and related terms to end-users shall be set forth in the end-user documentation included with the Products.

(a) Warranty period for Company-manufactured Products (controllers, positioning stages, cables) is twelve (12) months from the date of shipment. Warranty period for repaired or replaced Products is ninety (90) days from the date of shipment or the remaining original warranty period, whichever is longer.

(b) Any defect determined by the Primatics, Inc. to be caused by or attributable to alteration, modification, negligence or misuse is not covered by warranty.

(c) All Products returned to Primatics, Inc. must be accompanied by a Return Materials Authorization (RMA) number issued by Primatics, Inc.. To receive an RMA, the customer or Distributor must provide the part number(s), description of failure, and a purchase order to cover any repair charges up to \$100.