



## LIMITED GOODS AND EQUIPMENT WARRANTY (NON-CIPP)

LMK Technologies, LLC ("LMK") warrants that the goods and equipment (the "Products"), when properly maintained and installed, will be free from defects in material and workmanship for one (1) year from the date of delivery to LMK's customer ("Customer") or delivery to such other party as LMK's Customer may direct. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY LMK WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO LMK, AND WHETHER OR NOT THE PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY LMK FOR CUSTOMER'S USE OR PURPOSE. Customer assumes all other responsibility and liability for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Products, either alone or in combination with other products/components. LMK neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Products, and there are no oral agreements or warranties collateral to or affecting this warranty statement or the contract to which this warranty statement is incorporated. No claim by Customer alleging defects with respect to the Products provided hereunder shall be valid unless reasonably verified by LMK to have resulted from a defect covered hereunder.

The warranties contained herein do not extend to any losses or damages due to acts of God, misuse, accident, abuse, neglect, normal wear and tear, corrosion, abrasion, use of unsuitable lubricants, negligence (other than LMK's), modification or alteration not performed by LMK, improper installation, improper repair, improper handling, improper application or improper operation or use, improper or insufficient maintenance, storage outside of the recommended temperature range, infringement of a third party's intellectual property rights, or LMK's reliance on the drawings, specifications, samples, descriptions and/or other requirements, including performance specifications, provided to LMK by Customer or at Customer's direction or on Customer's behalf, or any other cause not the fault of LMK (collectively, the "Warranty Exclusions"). The occurrence of any of the Warranty Exclusions shall render the warranties provided hereunder null and void. Customer understands and agrees that the Products shall be used only as directed and that Customer shall not modify the Products in any way or use the Products in any manner other than as intended by LMK. Further, Customer understands and agrees that any modification of the Products or of any part or portion thereof presents a serious risk of personal and property damage. If Customer has any questions regarding this provision, Customer should contact LMK.

LMK shall, at its sole option and as Customer's exclusive remedy for breach of any warranty provided hereunder, repair or replace the defective Products, or refund the purchase price received by LMK for the defective Products. The correction of such defects by repair or replacement, or the refund of purchase price for the defective Products, shall constitute the complete fulfillment of LMK obligations to Customer under the warranties provided herein. The term of the warranties for any Products repaired or replaced pursuant to these Standard Terms shall continue for the remainder, if any, of the original, defective Material's warranty period. Notwithstanding the exclusive remedies provided hereunder, if it is ultimately determined that such remedies fails in their essential purpose, then any action which may be brought against LMK subject to this Limited Goods and Equipment Warranty (Non-CIPP) will be limited to 100% of the purchase price received by LMK for such portion of the Products for which the exclusive remedy has so failed. LMK assumes no responsibility and shall have no liability for any repairs or replacements by Customer without LMK's prior written authorization.