



## MANUFACTURER'S LIMITED REPRESENTATIONS AND WARRANTIES

These Representations and Warranties are applicable to all customers (the "Customers" and each, individually, a "Customer") purchasing products (the "Products") manufactured by TQ-Systems GmbH, a German company with limited liability (the "Company").

### 1. Warranty and Limitations:

1.1. Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from defects in materials and workmanship under normal use, and will conform to Company's published specifications of the Products. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of the Products.

1.2. The foregoing warranty is subject to the proper storage, transportation and use of the Products, and does not include defects due to normal wear and tear or deterioration.

1.3. Customer shall immediately, but in any event no later than 7 (seven) days following delivery or installation of the Product, inspect the Products for conformity and visible defects. Customer shall give Company immediate written notice of any non-conformities or visible defects regarding the Products. In the event that Customer fails to provide the Company within 7 (seven) days following delivery or installation of the Products with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived.

1.4. Customer shall immediately notify Company in writing of any other defects of the Products and return such defective Product. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or exchange the defective Product. Any replaced or exchanged Products shall be subject to the warranty set forth in 1.1., following their replacement or exchange. If Company has received notification from Customer, and no defects of the Product could be discovered, Customer shall bear the costs that Company incurred as a result of the notice. It shall be in Company's sole discretion to determine if the Product has a defect.

1.5. With respect to orders made to custom, any defects of the Products caused by Customer's specifications are excluded from the warranty set forth in 1.1.



1.6. Company also makes no warranty that the Products manufactured under an order made to custom do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that such Products do not so infringe.

1.7. The “Warranty Period” begins on the date of delivery of the Product to Customer, and continues to be in effect for One (1) year.

1.8. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.

1.9. All requests and notices under this Warranty shall be directed to:

**TQ-Systems USA Inc.**

**424, Network Station**

**Chesapeake, Virginia 22320, USA**

**Phone: +1 757 503-3927**

**Fax: +1 757 413-5019**

**[www.tqusa.com](http://www.tqusa.com)**

1.10. THE WARRANTY SET FORTH IN SECTION 1.1 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED “AS IS.” COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.



## 2. Limitation of Liability:

2.1. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF EARNINGS, PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION BASED UPON EQUITY, CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY CASE LAW OR STATUTE, OR OTHERWISE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.2. NOTWITHSTANDING THE TERMS AND CONDITIONS SET FORTH IN SECTION 2.1., COMPANY'S LIABILITY – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE VALUE OF CUSTOMER'S ORDER TO WHICH THE DAMAGES ARE PERTAINING TO, AS DESCRIBED ON THE ORDER FORM, OR THE ORDER VALUE FOR ONE (1) CALENDAR YEAR, WHICHEVER AMOUNT IS LOWER. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER IN AN EQUITABLE MANNER, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

2.3. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

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July 2018