

General Terms of Warranty, Limitation of Liability

1. Scope

1.1. These General Terms of Warranty and Limitation of Liability ("**Warranty Terms**") shall apply to all sales and supplies of products made and services provided by Vectronix AG, Heerbrugg ("**Vectronix**") to its customers ("**Purchaser**") and specifically to Vectronix' liability under the warranty terms for such products and services (collectively "**Products**"). Vectronix and Purchaser shall hereinafter also be referred to individually as "**Party**" and collectively as "**Parties**".

1.2. These Warranty Terms shall be deemed included by reference to and made an integral part of all offers or quotations ("**Quotations**"), order confirmations ("**Order Confirmation**"), deliveries ("**Delivery**") and invoices ("**Invoice**") made by Vectronix. Purchaser acknowledges and agrees that these Warranty Terms supersede any and all of its own or third parties' terms and conditions that may be included with the requests for a quotation ("**RFQ**") or a purchase order ("**Order**") or any other correspondence, unless there is a prior express agreement in writing to the contrary by Vectronix.

2. International Limited Product Warranty

2.1. Express Warranty for Hardware:

2.1.1. Vectronix warrants to Purchaser that its Products will be free from defects in workmanship and materials, under normal use, for 1 (one) year unless such warranty period has been extended by Vectronix in writing and provided any and all operating and maintenance instructions of the Product are strictly respected, in particular, in case of extreme and/or continuous applications/use of the Product.

2.1.2. The warranty period begins on the date the Product is brought into operation by the Purchaser, but in any case not later than 30 (thirty) days as of date of Invoice, unless otherwise specified in the Quotation of the Order Confirmation. Vectronix' sole obligation under this express warranty shall be, at Vectronix' sole option and expense, to either replace or repair the Product or part thereof. Vectronix warrants any repaired or replaced Product or part thereof for a period of ninety (90) days from date of shipment to Purchaser, or through the end of the original warranty period, whichever is longer. All Products or parts thereof that are replaced automatically become the property of Vectronix. This express warranty does neither cover consumables, such as batteries, bulbs and fuses and such other consumables which Purchaser can replace itself, nor third party products which shall be subject to such third parties' warranty conditions.

2.2. Express Warranty for Software:

For "**System Software**" (defined as operating software and/or firmware necessary for switching on and running the Product), all provisions contained in this Warranty shall apply as for hardware. With respect to "**Application Software**" (defined as pre-installed or loadable on-board software and/or office or PC-based software for particular operations of the Product and/or data), the warranty provisions contained herein shall expressly not apply. For the scope of the

warranty for Application Software, the Software License Agreement shall exclusively apply.

2.3. Obtaining Warranty Service:

Purchaser must contact Vectronix or its authorized distributor within the applicable warranty period to obtain a return material authorization ("**RMA**"). Dated proof of original purchase from Vectronix or its authorized distributor and a detailed description of the defect will be required. Products sent in for warranty service must be clean, decontaminated and free of mildew. Vectronix is not responsible for Products or parts thereof received without a RMA, or not clean, decontaminated, or free of mildew, and is entitled to return them to Purchaser at Purchaser's cost and expense. Purchaser must ship the defective Products and/or parts thereof at its own cost and expense to Vectronix or designated work shop while repaired or replacement Products and/or parts will be shipped to Purchaser at Vectronix cost and expense. Such repaired Products or parts thereof will be shipped as soon as reasonably possible. Vectronix shall, at its sole discretion, decide on the place of performance for work under warranty. For Products and/or parts thereof forming part of a fixed installation, such place of performance shall be the site of such installation and Vectronix shall have the right to charge for additional costs for such services under warranty if the site of such Product and/or part is different from where such Product and/or part was originally installed or shipped.

2.4. Cost of Appraisal

Cost of appraisal of Products that are alleged to be defective shall be borne by Purchaser if the alleged defect cannot be identified under commercially reasonable conditions by Vectronix.

2.5. Warranty Exclusive:

Purchaser's sole remedy for breach of the warranty shall be the express warranty in Clauses 2.1 and 2.2 hereof. The express warranty is exclusive and is in lieu of all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, all of which are expressly disclaimed. Vectronix shall not be liable if the alleged defect or malfunction was caused by Purchaser's or any other person's misuse, neglect, improper installation, unauthorized attempt to open, repair or modify the Product, inadequate maintenance, disregard of operating instructions, excessive load or stress, normal wear and tear, or any other cause beyond the range of its intended use, by accident, fire, or other hazards, or any other cause not due or attributable to Vectronix. This warranty does not cover physical damage to the Product or malfunctions resulting from the use of the Product in conjunction with any sort of ancillary or peripheral equipment if Vectronix determines that there is no fault with the Product itself.

3. Limitation of Liability

3.1. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, VECTRONIX EXCLUDES ANY LIABILITY, WHETHER BASED IN CONTRACT, STRICT LIABILITY, WARRANTY OR TORT (INCLUDING NEGLIGENCE).

GENCE), OR ANY OTHER BASIS WHATSOEVER, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY PURCHASER, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR FINANCIAL LOSS ARISING OUT OF OR IN RELATION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE PRODUCT, EVEN IF VECTRONIX OR ITS DISTRIBUTORS HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, VECTRONIX LIMITS ITS LIABILITY, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE PRODUCT. THIS LIMITATION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

**March 1, 2011
Vectronix AG
CH-9435 Heerbrugg
Switzerland**

3.2. Should a competent court of jurisdiction not allow the entire exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain Products supplied to Purchaser, or the limitation of liability for personal injury, such implied warranties and such liabilities will be limited to the duration of the applicable express warranty.

4. Applicable Law and Jurisdiction

4.1. These Warranty Terms shall be governed and interpreted by the laws of Switzerland, excluding its conflict of law principles and the United Nations Convention on the International Sale of Goods dated 11 April 1980.

4.2. Any disputes, controversy or claim arising out of or in relation with these Warranty Terms including the validity, breach or termination thereof, are subject to the jurisdiction of the ordinary courts at the Vectronix registered office in Heerbrugg, Switzerland. Vectronix shall however, at its sole discretion, be entitled to take legal action in the competent courts at Purchaser's place of business or domicile.