

# Warranty Terms - Satisloh North America, Inc.

## **New Equipment Warranty: 12 Months\***

**12 Months** - Total coverage to include: travel, expenses, labor, parts, shipping. Warranty starts from date of successful system installation by Satisloh at Customer site unless there is an installation delay due to facilities problems or delay on the part of the Customer in which case the warranty starts no later than 3 months from date of shipment. In case of customer installation warranty starts at time of delivery of equipment to customer.

## **Refurbished Previously Owned Equipment Warranty: 6 months\***

**6 months** - total coverage to include: travel, expenses, labor, parts, shipping. Warranty starts from date of successful system installation by Satisloh at Customer site unless there is an installation delay due to facilities problems or delay on the part of the Customer in which case the warranty starts no later than 3 months from date of shipment. In case of customer installation warranty starts at time of delivery of equipment to customer.

## **Parts Warranty\*\*:**

All new, refurbished or repaired parts receive a 12 month or 365 day warranty from date of shipment.

Customers will no longer be required to provide a purchase order when ordering a repair part under machine warranty and will only be invoiced for the part if they do not return the bad part within 30 days from the time of shipment.

\*\* Entire assemblies are not covered by any warranty. Only parts or sub-assemblies within an assembly will be warranted. Satisloh's obligation is for repair or replacement of defective parts or subassemblies within assembly, not replacement of an entire assembly.

Example: A blocking station (assembly) with a faulty stepper motor, stepper motor only should be returned for replacement. Only the stepper motor is covered by the repairs warranty. Customer will be charged for the cost of repair, if an entire assembly is returned. Other assembly examples include, but are not limited to: ion gun and electron beam gun power supplies, computer/axis card combinations, lens turntable systems.

**Exclusive Warranty.** Seller warrants the Goods to be free from defects in materials and workmanship for the time periods stated above based on single-shift work. If the Goods are provided to Seller's satisfaction to be defective, the same shall be repaired or replaced at Seller's option. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Remedies and Damages.** Seller's sole liability and Buyer's exclusive remedies for any claim arising out of this transaction will be limited solely to repair, replacement or credit, at Seller's option, with respect to Goods returned to Seller at Buyer's expense within 30 days after Buyer's receipt of the Goods. SELLER WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE GOODS.

\* Not included in warranty are preventative maintenance, normal wear parts<sup>†</sup>, consumables<sup>††</sup> (includes tooling and bits), and/or alterations to the Articles or defect arising from such alterations.

<sup>†</sup> "Wear Parts" shall mean parts that are bound to or designed to wear out or fail with repetitive use and will require periodic repair or replacement typically within a time period of less than one year. Examples of surfacing wear parts are (but not limited to) collet chucks, tool receptions, grippers, clips, nozzles, lens rings, crucibles, liners.

<sup>††</sup>"Consumables" shall mean items that are used and/or consumed in the making of a final good. Examples of surfacing consumables are (but not limited to) items such as diamond tooling, polish pads, polish, coolant, PCD cutters, chemicals, evaporants, quartz crystals.