

WARRANTY

1. Limited Warranty and Product Support.

- a. Mitsubishi Electric Company ("MELCO") warrants that for a period of eighteen (18) months after date of delivery from the point of manufacture or one year from date of Customer's purchase, whichever is less, Mitsubishi Safety Controller (the "Products") will be free from defects in material and workmanship.
- b. At MELCO's option, for those Products MELCO determines are not as warranted, MELCO shall either repair or replace them or issue a credit or return the purchase price paid for them.
- c. For this warranty to apply:
 - (1) Customer shall give MELCO (i) notice of a warranty claim to MELCO and the authorized dealer or distributor from whom the Products were purchased, (ii) the notice shall describe in reasonable details the warranty problem, (iii) the notice shall be provided promptly and in no event later than thirty (30) days after the Customer knows or has reason to believe that Products are not as warranted, and (iv) in any event, the notice must be given within the warranty period;
 - (2) Customer shall cooperate with MELCO and MELCO's representatives in MELCO's investigation of the warranty claim, including preserving evidence of the claim and its causes, meaningfully responding to MELCO's questions and investigation of the problem, grant MELCO access to witnesses, personnel, documents, physical evidence and records concerning the warranty problem, and allow MELCO to examine and test the Products in question onsite or at the premises where they are installed or used; and
 - (3) If MELCO requests, Customer shall remove Products it claims are defective and ship them to MELCO or MELCO's authorized representative for examination and, if found defective, for repair or replacement. The costs of removal, shipment to and from MELCO's designated examination point, and reinstallation of repaired or replaced Products shall be at Customer's expense.
 - (4) If Customer requests and MELCO agrees to effect repairs onsite at any domestic or overseas location, the Customer will pay for the costs of sending repair personnel and shipping parts. MELCO is not responsible for any re-commissioning, maintenance, or testing on-site that involves repairs or replacing of the Products.
- d. Repairs of Products located outside of Japan are accepted by MELCO's local authorized service facility centers ("FA Centers"). Terms and conditions on which each FA Center offers repair services for Products that are out of warranty or not covered by MELCO's limited warranty may vary.
- e. Subject to availability of spare parts, MELCO will offer Product repair services for (4) years after each Product model or line is discontinued, at MELCO's or its FA Centers' rates and charges and standard terms in effect at the time of repair. MELCO usually produces and retains sufficient spare parts for repairs of its Products for a period of four (4) years after production is discontinued.
- f. MELCO generally announces discontinuation of Products through MELCO's Technical Bulletins. Products discontinued and repair parts for them may not be available after their production is discontinued.

2. Limits of Warranties.

- a. MELCO does not warrant or guarantee the design, specify, manufacture, construction or installation of the materials, construction criteria, functionality, use, properties or other characteristics of the equipment, systems, or production lines into which the Products may be incorporated, including any safety, fail-safe and shut down systems using the Products.
- b. MELCO is not responsible for determining the suitability of the Products for their intended purpose and use, including determining if the Products provide appropriate safety margins and redundancies for the applications, equipment or systems into which they are incorporated.
- c. Customer acknowledges that qualified and experienced personnel are required to determine the suitability, application, design, construction and proper installation and integration of the Products. MELCO does not supply such personnel.
- d. MELCO is not responsible for designing and conducting tests to determine that the Product functions appropriately and meets application standards and requirements as installed or incorporated into the end-user's equipment, production lines or systems.
- e. MELCO does not warrant any Product:
 - (1) repaired or altered by persons other than MELCO or its authorized engineers or FA Centers;
 - (2) subjected to negligence, carelessness, accident, misuse, or damage;
 - (3) improperly stored, handled, installed or maintained;
 - (4) integrated or used in connection with improperly designed, incompatible or defective hardware or software;
 - (5) that fails because consumable parts such as relay, batteries, backlights, or fuses were not tested, serviced or replaced;
 - (6) operated or used with equipment, production lines or systems that do not meet applicable and commensurate legal, safety and industry-accepted standards;
 - (7) operated or used in abnormal applications;
 - (8) installed, operated or used in contravention of instructions, precautions or warnings contained in MELCO's user, instruction and/or safety manuals, technical bulletins and guidelines for the Products;
 - (9) used with obsolete technologies or technologies not fully tested and widely accepted and in use at the time of the Product's manufacture;
 - (10) subjected to excessive heat or moisture, abnormal voltages, shock, excessive vibration, physical damage or other improper environment; or
 - (11) damaged or malfunctioning due to Acts of God, fires, acts of vandals, criminals or terrorists, communication or power failures, or any other cause or failure that results from circumstances beyond MELCO's control.
- f. All Product information and specifications contained on MELCO's website and in catalogs, manuals, or technical information materials provided by MELCO are subject to change without prior notice.
- g. The Product information and statements contained on MELCO's website and in catalogs, manuals, technical bulletins or other materials provided by MELCO are provided as a guide for Customer's use. They do not constitute warranties and are not incorporated in the contract of sale for the Products.
- h. These terms and conditions constitute the entire agreement between Customer and MELCO with respect

to warranties, remedies and damages and supersede any other understandings, whether written or oral, between the parties. Customer expressly acknowledges that any representations or statements made by MELCO or others concerning the Products outside these terms are not part of the basis of the bargain between the parties and are not factored into the pricing of the Products.

- i. THE WARRANTIES AND REMEDIES SET FORTH IN THESE TERMS ARE THE EXCLUSIVE AND ONLY WARRANTIES AND REMEDIES THAT APPLY TO THE PRODUCTS.
- j. MELCO DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Limits on Damages.

- a. MELCO'S MAXIMUM CUMULATIVE LIABILITY BASED ON ANY CLAIMS FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHER THEORIES OF RECOVERY REGARDING THE SALE, REPAIR, REPLACEMENT, DELIVERY, PERFORMANCE, CONDITION, SUITABILITY, COMPLIANCE, OR OTHER ASPECTS OF THE PRODUCTS OR THEIR SALE, INSTALLATION OR USE SHALL BE LIMITED TO THE PRICE PAID FOR PRODUCTS NOT AS WARRANTED.
- b. Although MELCO has obtained the certification for Product's compliance to the international safety standards IEC61508 and EN954-1/ISO13849-1 from TUV Rheinland, this fact does not guarantee that Product will be free from any malfunction or failure. The user of this Product shall comply with any and all applicable safety standard, regulation or law and take appropriate safety measures for the system in which the Product is installed or used and shall take the second or third safety measures other than the Product. MELCO is not liable for damages that could have been prevented by compliance with any applicable safety standard, regulation or law.
- c. MELCO prohibits the use of Products with or in any application involving power plants, trains, railway systems, airplanes, airline operations, other transportation systems, amusement equipments, hospitals, medical care, dialysis and life support facilities or equipment, incineration and fuel devices, handling of nuclear or hazardous materials or chemicals, mining and drilling, and other applications where the level of risk to human life, health or property are elevated.
- d. MELCO SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, FOR LOSS OF PROFITS, SALES, OR REVENUE, FOR INCREASED LABOR OR OVERHEAD COSTS, FOR DOWNTIME OR LOSS OF PRODUCTION, FOR COST OVERRUNS, OR FOR ENVIRONMENTAL OR POLLUTION DAMAGES OR CLEAN-UP COSTS, WHETHER THE LOSS IS BASED ON CLAIMS FOR BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE.
- e. In the event that any damages which are asserted against MELCO arising out of or relating to the Products or defects in them, consist of personal injury, wrongful death and/or physical property damages as well as damages of a pecuniary nature, the disclaimers and limitations contained in these terms shall apply to all three types of damages to the fullest extent permitted by law. If,

however, the personal injury, wrongful death and/or physical property damages cannot be disclaimed or limited by law or public policy to the extent provided by these terms, then in any such event the disclaimer of and limitations on pecuniary or economic consequential and incidental damages shall nevertheless be enforceable to the fullest extent allowed by law.

- f. In no event shall any cause of action arising out of breach of warranty or otherwise concerning the Products be brought by Customer more than one year after the cause of action accrues.
- g. Each of the limitations on remedies and damages set forth in these terms is separate and independently enforceable, notwithstanding the unenforceability or failure of essential purpose of any warranty, undertaking, damage limitation, other provision of these terms or other terms comprising the contract of sale between Customer and MELCO.

4. Delivery/Force Majeure.

- a. Any delivery date for the Products acknowledged by MELCO is an estimated and not a promised date. MELCO will make all reasonable efforts to meet the delivery schedule set forth in Customer's order or the purchase contract but shall not be liable for failure to do so.
- b. Products stored at the request of Customer or because Customer refuses or delays shipment shall be at the risk and expense of Customer.
- c. MELCO shall not be liable for any damage to or loss of the Products or any delay in or failure to deliver, service, repair or replace the Products arising from shortage of raw materials, failure of suppliers to make timely delivery, labor difficulties of any kind, earthquake, fire, windstorm, flood, theft, criminal or terrorist acts, war, embargoes, governmental acts or rulings, loss or damage or delays in carriage, acts of God, vandals or any other circumstances reasonably beyond MELCO's control.

5. Choice of Law/Jurisdiction.

These terms and any agreement or contract between Customer and MELCO shall be governed by the laws of the State of New York without regard to conflicts of laws. To the extent any action or dispute is not arbitrated, the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in the Southern District of the State of New York. Any judgment there obtained may be enforced in any court of competent jurisdiction.

6. Arbitration.

Any controversy or claim arising out of, or relating to or in connection with the Products, their sale or use or these terms, shall be settled by arbitration conducted in accordance with the Center for Public Resources (CPR) Rules for Non-Administered Arbitration of International Disputes, by a sole arbitrator chosen from the CPR's panels of distinguished neutrals. Judgment upon the award rendered by the Arbitrator shall be final and binding and may be entered by any court having jurisdiction thereof. The place of the arbitration shall be New York City, New York. The language of the arbitration shall be English. The neutral organization designated to perform the functions specified in Rule 6 and Rules 7.7(b), 7.8 and 7.9 shall be the CPR.