

Before Using the Product

Please read this document before use. Keep the document in a safe place for future reference. Make sure that the end users read the document.

SAFETY PRECAUTIONS

(Read these precautions before using this product.)

Before using this product, please read this manual and the relevant manuals carefully and pay full attention to safety to handle the product correctly.

The precautions given in this manual are concerned with this product only. For the safety precautions of the programmable controller system, refer to the MELSEC iQ-R CPU Module User's Manual (Startup).

In this manual, the safety precautions are classified into two levels: "⚠ CAUTION" and "⚠ CAUTION".

⚠ WARNING	Indicates that incorrect handling may cause hazardous conditions, resulting in death or severe injury.
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⚠ CAUTION	Indicates that incorrect handling may cause hazardous conditions, resulting in minor or moderate injury or property damage.
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Under some circumstances, failure to observe the precautions given under "⚠ CAUTION" may lead to serious consequences.

Observe the precautions of both levels because they are important for personal and system safety.

Make sure that the end users read this manual and then keep the manual in a safe place for future reference.

[Design Precautions]

⚠ WARNING

- When the safety remote I/O module detects an error in an external power supply or a failure in the module, it turns off the outputs. Configure an external circuit to ensure that the power source of a hazard is shut off by turning off the outputs. Failure to do so may result in an accident due to an incorrect output or malfunction.

- When a load current exceeding the rated current or an overcurrent caused by a load short-circuit flows, the safety remote I/O module defines it as a fault and turns off the outputs. Note that if the overcurrent state continues for a long time, it may cause smoke and fire. To prevent this, configure an external safety circuit, such as a fuse.

- At the start-up of the system, if the external power supply is short-circuited by the output wiring of the safety remote I/O module, or if the external power supply is connected with a wrong polarity, a load may turn on just after the power-on. Configure an interlock circuit to ensure that the entire system will always operate safely.

- When a communication failure occurs in the network, the failed station becomes the following status. Check the communication status information and configure an interlock circuit in the program to ensure that the entire system will operate safely. Failure to do so may result in an accident due to an incorrect output or malfunction.

- (1) Remote stations turn off all output from terminals.
(2) Remote stations suspend safety communications.

- Do not use any "use prohibited" signals as a remote I/O signal since they are used by the system. Do not write any data to the "use prohibited" areas in the remote register. If any of the "use prohibited" signals are used (turned on or off), or any data is written to the "use prohibited" areas, the correct operation of the module cannot be guaranteed. For system areas, "use prohibited" areas, and "use prohibited" signals, refer to "APPENDICES" in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual. For areas used for safety communications, they are protected from being written by users, and thus safety communications failure caused by data writing does not occur.

- When the fast logic interlock is disabled, it is customer's responsibility to build the interlock circuit externally so that the entire system always operates safely. Be sure to connect an interlock mechanism to the output of this I/O module.

- If the measure to prevent the restart cannot be taken, take other measures and ensure that operators are safe and machine parts are not damaged even if a device has restarted with the fast logic interlock disabled.

[Design Precautions]

⚠ CAUTION

- Do not install the cables connected to external devices or the communication cables together with the main circuit lines or power cables. Keep a distance of 100mm or more between them. Failure to do so may result in malfunction due to electromagnetic interference.

- Select the external devices to be connected to the module by referring to the performance specifications in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual and considering the maximum inrush current. Connecting a device exceeding the maximum inrush current may cause malfunction or failure of the module.

[Installation Precautions]

⚠ WARNING

- Shut off the external power supply (all phases) used in the system before mounting or removing the module. Failure to do so may result in electric shock or cause the module to fail or malfunction.

[Installation Precautions]

⚠ CAUTION

- Use the module in an environment that meets the general specifications in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual. Failure to do so may result in electric shock, fire, malfunction, or damage to or deterioration of the product.
- Do not directly touch any conductive parts and electronic components of the module. Doing so can cause malfunction or failure of the module.
- After the first use of the product, do not connect/remove the connectors more than 50 times (IEC 61131-2/JIS B 3502 compliant). Exceeding the limit may cause malfunction.
- Securely connect the cable connectors. Poor contact may cause malfunction.

[Wiring Precautions]

⚠ WARNING

- Shut off the external power supply (all phases) used in the system before wiring. Failure to do so may result in electric shock or cause the module to fail or malfunction.

[Wiring Precautions]

⚠ CAUTION

- Individually ground the FG terminal of the programmable controller with a ground resistance of 100 ohms or less. Failure to do so may result in electric shock or malfunction.
- Check the rated voltage and terminal layout before wiring to the module, and connect the cables correctly. Connecting a power supply with a different voltage rating or incorrect wiring may cause fire or failure.
- Tighten the terminal block mounting screws within the specified torque range. Under-tightening can cause short circuit, fire, or malfunction. Over-tightening can damage the screw and/or module, resulting in drop, short circuit, or malfunction.
- Shut off the external power supply (all phases) used in the system before installing or removing the module from the control panel. Failure to do so may cause the module to fail or malfunction.
- Check the module once a day, by turning on output signals and confirming that no error occurs.
- Startup and maintenance of a control panel must be performed by qualified maintenance personnel with knowledge of protection against electric shock. Lock the control panel so that only qualified maintenance personnel can operate it.

[Startup and Maintenance Precautions]

⚠ WARNING

- Do not touch any terminal while power is on. Doing so will cause electric shock or malfunction.
- Shut off the external power supply (all phases) used in the system before cleaning the module or retightening the terminal block mounting screws. Failure to do so may result in electric shock. Tighten the terminal block mounting screws within the specified torque range. Under-tightening can cause short circuit, or malfunction. Over-tightening can damage the screw and/or module, resulting in drop, short circuit, or malfunction. For details, refer to "INSTALLATION AND WIRING" in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual.

[Startup and Maintenance Precautions]

⚠ CAUTION

- Do not disassemble or modify the modules. Doing so may cause failure, malfunction, injury, or a fire.
- Use any radio communication device such as a cellular phone or PHS (Personal Handy-phone System) more than 25cm away from wiring as well as away in all directions from the module. Failure to do so may cause malfunction.
- Shut off the external power supply (all phases) used in the system before mounting or removing the module. Failure to do so may cause the module to fail or malfunction.
- Before handling the module, touch a conducting object such as a grounded metal to discharge the static electricity from the human body. Wearing an anti-static wrist strap (grounded) is also recommended. Not discharging the static electricity may cause the module to fail or malfunction.
- Do not drop or apply strong shock to the module. Doing so may damage the module.
- Shut off the external power supply (all phases) used in the system before installing or removing the module from the control panel. Failure to do so may cause the module to fail or malfunction.
- Check the module once a day, by turning on output signals and confirming that no error occurs.
- Startup and maintenance of a control panel must be performed by qualified maintenance personnel with knowledge of protection against electric shock. Lock the control panel so that only qualified maintenance personnel can operate it.

[Disposal Precautions]

⚠ CAUTION

- When disposing of this product, treat it as industrial waste.

[Precautions for Using Products]

⚠ CAUTION

- Although MELCO has obtained the certification for Product's compliance to the international safety standards IEC 61508 and ISO 13849-1 from TUV Rheinland, this fact does not guarantee that Product will be free from any malfunction or failure.
- With very small probability shown in PFDev/PFH, the safety remote I/O module has residual risk that input and output may remain on or off. When using this product, perform risk assessment on target equipment, and select appropriate SIL and PL, as well as reduce the risk.

[Transportation Precautions]

⚠ CAUTION

- For shipping, always use the original packaging.

[Précautions lors de la conception]

⚠ AVERTISSEMENT

- Quand un module E/S distant de sécurité détecte une erreur dans une alimentation externe, il désactive les sorties. Pour se préparer contre les risques d'alimentation, créer un circuit externe désactivant les sorties du module E/S distant de sécurité. Une configuration incorrecte de ce circuit peut être à l'origine d'un accident par suite des sorties erronées ou des dysfonctionnements.
- En cas de circulation d'un courant de charge dépassant la valeur nominale ou d'une surintensité causée par un court-circuit de la charge, le module d'E/S distant de sécurité déclenche le fait comme un défaut et désactive les sorties. Notez que si l'état de surintensité se prolonge longtemps, il peut causer un dégagement de fumée ou un départ de feu. Pour éviter cela, configurer un circuit de sécurité externe, tel qu'un fusible.
- À l'émergence du système, si une alimentation externe est court-circuitée par le câblage de sortie du module d'E/S distant de sécurité, ou si une alimentation externe est connectée avec une mauvaise polarité, une charge peut apparaître juste après la mise sous tension. Configurer un circuit de verrouillage pour garantir que l'ensemble du système fonctionnera toujours en toute sécurité.
- En cas de problème de la communication dans le réseau, la station défaillante devient l'état suivant. Vérifier les informations d'état de communication et configurer un circuit de verrouillage dans le programme pour assurer la sécurité de fonctionnement de l'ensemble du système. Ne pas le faire peut conduire à un accident du fait d'une valeur de sortie incorrecte ou d'un défaut de fonctionnement.
- (1) Les stations distantes désactivent toutes les sorties provenant des bornes. (2) Les stations distantes suspendent les communications de sécurité.
- Ne pas utiliser les signaux "utilisation interdite" en tant que signal d'E/S distant parce qu'ils sont utilisés par le système. N'inscrire aucune données dans les zones du registre distant marquées "utilisation interdite". Si l'un des signaux "utilisation interdite" est utilisé (activé ou désactivé) ou si des données sont inscrites dans les zones "utilisation interdite", le fonctionnement correct du module ne peut pas être garanti. À propos des zones système des zones "use prohibited", et des signaux "use prohibited", voir "ANNEXES" dans le manuel de l'utilisateur du module d'E/S distant CC-Link IE TSN (avec fonctions de sécurité). Pour les zones utilisées pour les communications de sécurité, elles sont protégées contre l'écriture par les utilisateurs et par conséquent, aucune défaillance des communications de sécurité causée par l'écriture de données ne se produit.
- Lorsque le verrouillage logique rapide est désactivé, il est de la responsabilité du client de constituer le circuit de verrouillage externe afin que l'ensemble du système fonctionne toujours en toute sécurité. S'assurer de connecter un mécanisme de verrouillage à la sortie de ce module E/S.
- Si la mesure pour éviter le redémarrage ne peut pas être prise, prendre d'autres mesures et s'assurer que les opérateurs sont en sécurité et que les pièces de la machine ne sont pas endommagées même si un appareil a redémarré avec le verrouillage logique rapide désactivé.

[Précautions lors de la conception]

⚠ ATTENTION

- Ne pas installer les câbles connectés aux appareils externes ou les câbles de communication avec les lignes de circuit principal ou les câbles d'alimentation. Garder une distance de au moins 10 cm entre eux. Ne pas le faire peut causer un défaut de fonctionnement dû à des interférences électromagnétiques.
- Sélectionner les appareils externes à connecter au module en se référant aux spécifications de performances dans le manuel de l'utilisateur du module d'E/S distant CC-Link IE TSN (avec fonctions de sécurité) et en considérant le courant d'appel maximum. La connexion d'un appareil dépassant le courant d'appel maximum peut causer un défaut de fonctionnement ou une panne du module.

[Précautions d'installation]

⚠ AVERTISSEMENT

- Couper l'alimentation externe du système (sur toutes les phases) avant de mettre en place ou de retirer un module. Faute de quoi, il y a risque d'électrocution et le module risque de tomber en panne ou de mal fonctionner.

[Précautions d'installation]

⚠ ATTENTION

- Utiliser le module dans un environnement en conformité avec les spécifications générales dans le manuel de l'utilisateur du module d'E/S distant CC-Link IE TSN. Ne pas le faire peut causer un choc électrique, un départ de feu, un défaut de fonctionnement, des dommages ou une détérioration du produit.
- Éviter tout contact direct avec les parties conductrices et les composants électroniques du module. Une manipulation incorrecte peut être à l'origine de dysfonctionnements ou de pannes du module.
- Après la première mise en service du produit, le nombre maximum admissible d'opérations de connexion/retrait des connecteurs est 50 (selon CEI 61131-2/JIS B 3502).
- Raccorder fermement les connecteurs des câbles. Tout mauvais contact peut être source de dysfonctionnements.

[Précautions de câblage]

⚠ AVERTISSEMENT

- Avant le câblage, couper l'alimentation externe du système (sur toutes les phases). Faute de quoi, il y a risque d'électrocution et le module risque de tomber en panne ou de mal fonctionner.

[Précautions de câblage]

⚠ ATTENTION

- Mettre la terre individuellement la borne FG de l'automate programmable avec une résistance de terre inférieure à 100Ω. Faute de quoi, il y a risque d'électrocution et de dysfonctionnement.
- Vérifier la tension nominale et l'affectation des bornes avant le câblage du module et raccorder les câbles correctement. Le raccordement d'une alimentation avec une tension autre que la tension nominale ou une erreur de câblage peuvent causer un départ de feu ou une panne.
- Serrer les vis de fixation de plaque à bornes dans les limites du couple de serrage prescrit. Un serrage insuffisant peut causer un court-circuit, un départ de feu ou un défaut de fonctionnement. Un serrage excessif peut endommager les vis et/ou le module, avec aussi un risque de chute, de court-circuit ou de défaut de fonctionnement. Pour plus de détails, se reporter à "INSTALLATION ET CÂBLAGE" dans le manuel de l'utilisateur du module d'E/S distant CC-Link IE TSN (avec fonctions de sécurité).
- Veiller à ne pas laisser la poussière, les copeaux métalliques ou d'autres corps étrangers pénétrer dans le module. De tels corps étrangers peuvent être à l'origine d'un départ de feu, d'un court-circuit ou d'un dysfonctionnement.
- Les câbles doivent être fixés dans un conduit de câbles ou doivent être attachés. Sinon, les câbles pendus peuvent se balancer ou être tirés par inadvertance. De plus, le poids des câbles peut exercer une contrainte sur les modules dans un environnement de fortes vibrations et chocs.
- Pour débrancher le câble du module, ne pas tirer sur le câble lui-même. Pour les câbles avec connecteur, tenir la partie connecteur du câble. Pour le câble raccordé à une plaque à bornes, desserrer la vis de la borne. Tirer sur le câble raccordé au module peut conduire à un défaut de fonctionnement ou endommager le module ou le câble.
- Ne pas installer les lignes de commande ou les câbles de communication avec les lignes du circuit principal ou les câbles d'alimentation. Garder une distance d'au moins 100 mm entre eux. Ne pas le faire peut causer un défaut de fonctionnement dû à des interférences électromagnétiques.
- Une surintensité causée par une panne d'un appareil externe ou d'un module peut, si elle se prolonge, causer un dégagement de fumée ou un départ de feu. Pour éviter cela, configurer un circuit de sécurité externe, tel qu'un fusible.
- Les automates programmables Mitsubishi doivent être installés dans les tableaux de commande. Le câblage et le remplacement d'un module doivent être effectués par un personnel d'entretien qualifié et formé à la protection contre le choc électrique. Pour les méthodes de câblage, se reporter à "INSTALLATION ET CÂBLAGE" dans le manuel de l'utilisateur du module d'E/S distant CC-Link IE TSN (avec fonctions de sécurité).

1. Relevant manuals

The following table lists manuals relevant to this product.

Manual name	Manual number
CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual	SH-082227ENG
MELSEC IQ-R CPU Module User's Manual (Startup)	SH-081263ENG
MELSEC IQ-R CPU Module User's Manual (Application)	SH-081264ENG
MELSEC IQ-R CC-Link IE TSN User's Manual (Startup)	SH-082127ENG
MELSEC IQ-R CC-Link IE TSN User's Manual (Application)	SH-082129ENG

For the latest manuals, download them from MITSUBISHI ELECTRIC FA Global Website.

www.MitsubishiElectric.com/fa

7.3 Setting switches

Setting the IP address setting switches

Set the fourth octet (decimal) of IP address using x1 and x16 (hexadecimal) of the IP address setting switches.
The setting range of IP address is 1 to 254.
Do not set 0. When 255 is set, the module operates in unit test mode.
Combinations of x1 and x16 are as follows.

	x1	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
x16	0	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
2	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	
3	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	
4	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	
5	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	
6	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	
7	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	
8	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	
9	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	
A	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	
B	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	
C	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	
D	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	
E	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	
F	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	

8. EMC and Low Voltage Directives

For EMC and Low Voltage Directives, refer to the manual described in 1. Relevant manuals.

9. Information and services

For further information and services, please consult your local Mitsubishi representative.

10. WARRANTY

Please confirm the following product warranty details before using this product.

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 MELSEC Safety programmable logic controllers (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 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 offsite 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.

Installation precautions

- Install the safety remote I/O module on the flat surface. When the installation surface is uneven, excessive force is applied to the printed-circuit board and may cause a defect.
- Do not install the safety remote I/O module to the place where:
 - Ambient temperature is outside the range of 0 to 55°C;
 - Ambient humidity is outside the range of 5 to 95% of RH;
 - Condensation occurs due to rapid temperature change;
 - Corrosive gas or combustible gas is present;
- Filled with conductive powder such as dust and iron powder, oil mist, salinity, or organic solvent;
- The safety remote I/O module is exposed to direct sunlight;
- A strong electric field or strong magnetic field is generated (For details, refer to "EMC and Low Voltage Directives" in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual); and
- The safety remote I/O module is subject to vibration and shock (For details, refer to "General Specifications" in the CC-Link IE TSN Remote I/O Module (With Safety Functions) User's Manual).

14. Module Status after Power-on and LED Indication

No.	Name	Application
(1)	PW LED	Indicates the status of the power supply. On: Power supply ON Off: Power supply OFF
(2)	RUN LED	Indicates the operating status. On: Operating normally, in initial processing Flashing: Operating in unit test mode Off: A major error has occurred.
(3)	D LINK LED	Indicates the data link status of the safety remote I/O module. On: Cyclic transmission being performed, in initial processing Flashing: Cyclic transmission stopped ¹ Off: Disconnected
(4)	SAFETY LED	Indicates the safety communication status of the safety remote I/O module. On: Safety communication established, in initial processing Flashing: Checking the position of the setting target module Off: Safety communication not established
(5)	ERR. LED	Indicates the error status of the safety remote I/O module. On: A moderate error or major error has occurred, in initial processing Flashing: A minor error has occurred. ² Off: Operating normally
(6)	I/O LED	When error points are not indicated Indicates the ON/OFF status of the outputs. On: Output ON Off: Output OFF
		When error points are indicated Flashes to indicate the error points. On: Output ON Flashing: An error has occurred. ³ Off: Output OFF
(7)	I/O PW LED	Indicates the status of the power supplied from the external power supply. On: External power supply ON Off: External power supply OFF

¹ When cyclic transmission is stopped only for the master station, the safety remote I/O module maintains the cyclic transmission. Thus, the D LINK LED remains on.

² After a minor error has been eliminated, the LED flashes for 5 seconds or longer and turns off.

³ Flashing indicates that a minor error has occurred in the safety remote I/O module.

- 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 (7) years after each Product model or line is discontinued, at MELCO's or its FA Centers' rates 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 seven (7) years after production is discontinued.
- f. MELCO generally announces discontinuation of Products through MELCO's Technical Bulletin. 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 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 EN61508-1/IEC61509-1 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 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 the 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.

15. Precautions for Use of Safety Programmable Controller

Users must prove that their entire safety system complies with the safety standards and the Machinery Directive