

## Product Warranty and Disclaimers

1. Limited Product Warranty. Inaba Denko America Inc. (“Seller”) warrants to a party which purchases goods manufactured and sold by Seller (such party, “Buyer” and such goods, “Goods”) that, for a period of one (1) year from the date of shipment of Goods to Buyer (the “Warranty Period”), such Goods will materially conform to Seller’s published specifications for the Goods in effect as of the date of shipment be free from material defects in material and workmanship (the “Product Warranty”). The contents of product specifications, user’s manuals, catalogues and other information related to Goods are subject to change without prior notice.

2. Product Warranty Limitations.

2.1 The Product Warranty does not apply to any Good that:

(a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress (such as shocks and drops during shipment), abnormal environmental conditions or use contrary to any instructions issued by Seller;

(b) has been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative;

(c) has been affected by external factors or elements such as pollution, salt damage, static electricity, power failure, external radio waves, abnormal voltage, or materials or structural features of the building in or to which the Goods are installed;

(d) has been affected by natural disasters such as fire, earthquake, typhoon, lightning, or flood damage;

(e) has not been inspected and maintained as required by applicable law or Seller’s instructions;

(f) has been used outside the country or the region approved by Seller for sale or

(g) has been used with any third-party products, hardware, or product that has not been previously approved in writing by Seller.

2.2 Seller shall not be liable for nonconformance to the Product Warranty or any defect of the Goods which is:

(a) impossible to predict by Seller with scientific or technical knowledge possessed by Seller at the time of sale of the Goods; or

(b) caused as a result of natural wear, tear, or aging of the Goods during normal use.

3. Buyer's Exclusive Remedy for Defective Goods. This Section 3 contains Buyer's exclusive remedy for Goods shipped by Seller to Buyer that do not form to the Product Warranty ("Defective Goods"). Buyer's remedy under this Section 3 is conditioned upon Buyer's compliance with its obligations under Sections 3(a) and 3(b)below. During the Warranty Period, with respect to any allegedly Defective Goods:

(a) Buyer shall notify Seller, in writing, of any alleged claim about Defective Goods within 3 business days from the date on which Buyer discovers, or with a reasonable inspection, should have discovered, such alleged claim (but in any event before the expiration of the Warranty Period);

(b) Buyer shall ship, at its expense, such allegedly Defective Goods to Seller's facility for inspection and testing by Seller;

(c) if Seller's inspection and testing reveal, to Seller's reasonable satisfaction, that such Goods are Defective Goods and have not been excepted from the application of the Product Warranty under Section 2 above, subject to Sections 3(a) and 3(b), Seller shall in its sole discretion and at its expense, repair or replace such Defective Goods; and

(d) Seller shall ship to Buyer, at Seller's expense, the repaired or replaced Goods to a location in the United States designated by Buyer .

THIS SECTION 3 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE PRODUCT WARRANTY SET FORTH ABOVE IN SECTION 1. IN NO EVENT IS SELLER OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH BY SELLER OF THE PRODUCT WARRANTY, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THE PRECEDING SENTENCE SHALL APPLY EVEN IF THE REMEDIES UNDER Section 3 of THIS PRODUCT WARRANTY AND DISCLAIMER FAIL OF THEIR ESSENTIAL PURPOSES. Buyer has no right to return for repair, replacement, credit, or refund any Good except as set forth in this Section 3 or otherwise provided in a written agreement applicable to the Goods. In no event shall Buyer reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party.

4. DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS PRODUCT WARRANTY AND DISCLAIMERS OR A WRITTEN AGREEMENT APPLICABLE TO THE GOODS, (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR

**WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 1 ABOVE OR ANY WRITTEN AGREEMENT APPLICABLE TO THE GOODS.**

5. **Third-Party Products.** Buyer acknowledges that Goods may contain, be contained in, incorporated into, attached to, or packaged together with products manufactured by a third party ("Third-Party Products"). Third-Party Products are not covered by the Product Warranty. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products.

6. Any controversy or claim arising out of or relating to the Product Warranty and Disclaimers, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association at its office in Los Angeles, California in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7. Inquiries and Support. For questions regarding the product quality of any Good, please contact us at any of our sales offices. We also welcome any inquiries through the website.