

# LIMITED PARTS AND LABOR WARRANTY



## WARRANTY TERMS

**SIGMADESIGN** warrants that any services provided shall be performed in good faith, in a commercially reasonable manner, and in accordance with industry practices and standards generally applicable to such services. **SIGMADESIGN** further warrants that Customer shall acquire goods purchased hereunder free and clear of all liens and encumbrances, and that all goods shall be free from defects in materials and workmanship and shall conform to the documented and agreed upon specifications and standards in effect at the time of manufacture. For goods in which **SIGMADESIGN** was specifically retained and instructed to certify the design of the good, and only in such instance, a warranty of fitness for a particular purpose is extended.

This warranty will be in effect for a period of six (6) months from the date of notification of readiness to ship for each individual good (the "Goods Warranty Period"). All sub-components and buyout parts are subject to **SIGMADESIGN** warranty terms as provided by the vendor. Any non-conformity found must be communicated in writing to **SIGMADESIGN** within the specified Goods Warranty Period to be considered within the scope of this warranty.

If any goods delivered hereunder do not meet the warranties specified herein, **SIGMADESIGN** may, at its sole option and expense, correct at no cost to Customer any non-conforming goods by repair or replacement. All repair covered by this warranty must be done at **SIGMADESIGN**'s facility unless **SIGMADESIGN** specifically directs that this service be performed at another location. If it is determined that either no fault exists in **SIGMADESIGN**, or that any other exclusions as listed in this document apply, Customer agrees to pay any and all charges associated with such repair or replacement.

## SOLE REMEDY

THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS AND **SIGMADESIGN**'S ENTIRE LIABILITY FOR ANY BREACH OF SAID WARRANTY. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL **SIGMADESIGN** BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ANY EVENT CUSTOMER'S REMEDIES SHALL NOT BE IN AN AMOUNT TO EXCEED THE ACTUAL PURCHASE PRICE OF THE NON-CONFORMING GOOD OR SERVICE.

## MODIFICATION

**SIGMADESIGN** maintains the sole option to retract or modify, in part or in whole, the terms of this warranty in response to scope changes in the applicable Purchase Order or Statement of Work confirmed by Customer. Such changes will be communicated in writing to Customer and will be applicable to any services rendered or goods manufactured as of the day following that when said communication is first sent.

## EXCLUSIONS

The following items may void this warranty, in part or in whole, at **SIGMADESIGN**'s sole discretion:

1. Goods manufactured or services rendered in a fashion contrary to industry practices and standards generally applicable to such goods or services at the express direction of Customer and against **SIGMADESIGN**'s recommendation.
2. The goods are installed or used in a way other than intended and set forth in the project requirements and documentation accompanying the product.
3. Maintenance of the goods, components, and interfacing systems is not performed in the prescribed manner or to the standard typical in industry.
4. The goods are serviced, repaired, altered, modified, or otherwise tampered with by someone not authorized by **SIGMADESIGN**.
5. The goods are integrated with another product or system without the express approval of **SIGMADESIGN**.
6. Impaired function as a result of abuse, negligence, mishandling, improper storage, sabotage, accident, or force majeure, whether of the goods themselves or of an interfacing system.
7. Non-performance on the Terms and Conditions of the purchasing contract.
8. Shipping damage unless packaging and shipping method were fully defined by **SIGMADESIGN**.

All commercial-off-the-shelf (COTS) component warranties shall consist of the warranty provided by the original manufacturer of the purchased components; no additional warranty or modifications or extensions to the original manufacturer's warranties are provided by **SIGMADESIGN**.

**SIGMADESIGN**'s sole responsibility to Customer with respect to any components or parts manufactured or supplied by Customer, or by a third party specified by Customer, and incorporated into the goods shall be to pass through to Customer such original manufacturer's available product warranty; no additional warranty or modifications or extensions to the original manufacturer's warranties are provided by **SIGMADESIGN**.

For components or parts that have an inherent useful life less than the specified warranty period, **SIGMADESIGN**'s warranty shall be limited to such useful life. This includes, but is not limited to, the expected, routine (i.e. frequency typical in industry experience) replacement of consumables such as, but not limited to, gaskets, seals, filters, packing, fuses, relays, and illuminators.