

## Limited Warranty Policy

**General:** Control Laser Corporation (“CLC”) warrants to the original owner (the “Customer”) of the laser equipment and any other customized system manufactured or supplied by CLC (the “Products”) that, during the applicable Warranty Period, the Products will be free from defects in materials and workmanship as described in its specification, under the normal use for which they were designed.

**Warranty Period:** The limited warranty lasts the number of months stated in the quotation or the warranted working hours defined in Products’ Data sheet, whichever occurs first. It begins on the date that the Product is shipped to the Customer, through CLC’s shipping arrangement service or by Customer appointed carrier. It extends only to the Customer, and terminates automatically upon the earlier of (i) the Customer’s transfer of ownership or possession of the Products to another person or entity, or (ii) the end of the applicable Warranty Period. Any beyond warranty period serviced Products or components extends 90 days for the same defects.

**Coverage Exclusion:** The limited warranty excludes and does not cover defects or damage resulting from any of the following: (i) failure to provide a suitable installation and operating environment for the System, (ii) use of the System for purposes other than that for which it was designed, (iii) unauthorized attachments, modification, misuse or mishandling, disassembly or opening, neglect, or damage from accident (Determination of abuse, negligence, neglect, or misuse is solely at the discretion of CLC), (iv) failure to follow information and precautions contained in the Products user’s manual, (v) incompatibility of any third-party software used in connection with the Product, (vi) improper shipment conducted by the Customer, or relocation of the Product by the Customer after onsite installation, or (vii) tampering with non-user serviceable components.

**Warranty Service:** If any failure to conform to the warranty appears within the Warranty Period, Customer shall provide the written notice of such nonconformity, CLC will respond the claim within **24-48** hours after CLC determines that whether the Product has been affected and the conditions of the Limited Warranty are satisfied. CLC will, at its sole option and discretion, (i) repair the affected product with new or refurbished parts in-house at no labor and parts charge, the Customer shall request an RMA (Return Material Authorization) number from CLC and proceed to return the affected component or Products to the address published at CLC’s official website; or (ii) provide a replacement if CLC cannot repair the affected Products within a reasonable amount of time. CLC will be responsible for sending the repaired and/or replacement of affected parts to the Customer via ground shipment unless if the Customer agrees to pay for overnight shipment expenses. (iii) CLC’s warranty obligation is limited to serving the Products and replacing affected parts free of charge when the Product is returned to the factory. If it is deemed impractical to return Products to the factory, the Customer may request the dispatch of a CLC field service representative, then travel, lodge and the expenses of gaining access to the Products, disassembly, and transportation of the Products or parts from and to the place of repair shall be for the account of the Customer.

**Limitations of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CLC, AND THE EXCLUSIVE AND SOLE REMEDY OF THE CUSTOMER, FOR ALL CLAIMS, LOSSES AND DAMAGES OF ANY NATURE RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THE CLC TERMS AND CONDITIONS OF SALE. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CLC EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS.

**No Other Warranties:** EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, CLC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS TO THE CUSTOMER ARE INVALIDATED, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES, SUCH AS FREEDOM FROM INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Legal Rights:** The Limited Warranty grants the Customer specific legal rights. The Customer may also have other legal rights, which vary from state to state or foreign territories. Because some states or foreign territories do not permit certain exclusions or warranty disclaimers, limitations on the period of an implied warranty, or limitation of liability for consequential or incidental damages some or all of the disclaimers or limitations set forth above may not apply. If any provision of this Limited Warranty is held to be unenforceable, the validity, legality, and enforceability of the remaining provisions will be in no way affected or impaired.