

LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY

BEFORE USING THIS PRODUCT, READ ALL PRECAUTIONS, DIRECTIONS FOR USE, CONDITIONS OF SALE, LIMITED WARRANTY AND LIMITATIONS OF LIABILITY. Due to the nature of this product and the likely conditions of its use, the product is to be used solely at your own risk, in and under conditions that you feel its use is advisable, you assume all risks associated with the use of the Products. If you decide to use this product you should do so only according to the Directions of Use, Precautions and Conditions of Use provided. A failure to follow instructions may increase the risk of and/or cause injury, death or destruction to property.

ICOR Technology Inc. ("ICOR") warrants that the new ICOR product ("Product") to be free from defects in material and workmanship for a period of one (1) year, and for the CALIBER™ robot for a period of two (2) years, from the date of shipment from ICOR, subject to the limitations and exclusions included in this Limited Warranty, Warning and Limitation of Liability.

If the Purchaser elects to extend this Limited Warranty under any optional extension agreement offered by ICOR, the terms and conditions specified herein shall continue to apply during such extension.

Exclusions From Limited Warranty

This Limited Warranty only covers defects in material and workmanship of the Products manufactured by ICOR and does not cover defects arising as a result of: (1) repairs, replacement and/or maintenance to the Product made by other than ICOR or its authorized service representative; (2) the Product being altered from the original state of manufacture and/or tampered with by anyone other than ICOR or its authorized service representative; (3) misuse, abuse, intentional interference or damage, accident, theft, insect or other infestation, neglect, or failure to maintain the Product as provided for; (4) improper storage, shipping or handling; (5) defects which are of minor cosmetic nature that do not affect the functionality of the Product; (6) damage caused by external events for which ICOR has no control over including without limitation: war, strike, fire, explosion, power black out, earthquake, flood, lightening, hail, wind storm, vandalism, civil disturbance, riot or acts of God; (7) defects arising out of ordinary wear and tear; (8) the application of any substances not contemplated to be applied to the Product as provided for in the instruction manual; (9) damage caused by harmful fumes, vapours or chemicals, atmospheric pollutants, or mildew; (10) the Products being operated by personnel that have not been certified as properly trained to operate the Product by ICOR; and (11) any damage which may arise from transportation of the Product.

Normal wear and tear will not be covered by this Limited Warranty. This Limited Warranty is only available to the original end-user of the Product, who

purchased the Product from ICOR or one of its authorized distributors and/or dealers. This Limited Warranty is not transferable.

Warranty and Liability Limitations

Due to the inherent variability of the devices and hazards for which the Product may be used to protect against or mitigate the effects of, ICOR does not warrant or in any way imply that the Product will protect or mitigate against the effects of any devices or hazards including without limitation contamination or blast, or will have the effect intended by the user. The user must conduct their own trials with the Product and the intended conditions in which the Product will be used to assess the benefit and/or risk and safety issues which may arise from the use of the Product in different situations, including without limitation those situations involving contamination and/or explosions or blasts. The purchaser assumes all risk of loss, or damage to persons or property arising from the use of the Products. To the extent not prohibited by law, all statutory warranties are hereby waived by the purchaser and excluded from this Limited Warranty. In addition to the foregoing, ICOR's liability under, for breach or repudiation of, or arising out of this Limited Warranty and/or sale or use of the Product and any injury, death, or damage to property which may arise, shall be limited to a refund of the amount paid by the purchaser to ICOR or its authorized distributor and/or dealer for the Product. In no event shall ICOR be liable for costs or procurement of substitute goods, and in no event shall ICOR be liable for any indirect, special, consequential, incidental or other damage including without limitation, loss of profit, lost time or the loss of use of the Products, or any other damages resulting from the breakdown or failure of the Products whether or not ICOR has been advised of the possibility of such loss, however caused, whether by breach or repudiation of this Limited Warranty or otherwise. This exclusion also includes any liability which may arise out of any third-party claims against the purchaser. If any third party seeks compensation from ICOR for any loss or damages (including injury, death or property damage) arising from the use of the Product by the purchaser, ICOR's sale of the Product and/or its breach or repudiation of this Limited Warranty, the Purchaser will pay to ICOR any amount which ICOR must pay as a result of such third party claim, and hereby releases ICOR from any claims by a third party suing in the name of or through the purchaser. The essential purpose of this provision is to limit the potential liability of ICOR arising out of this Limited Warranty and/or sale of, or the use of, the Products, to an amount equal to the amount paid by the purchaser to ICOR or its authorized distributor and/or dealer. The purchaser of the Product acknowledges that the limitation of liability is essential consideration to ICOR, without which it would not have offered this Warranty for the benefit of the purchaser, and/or sold the Product to the purchaser. No agent, authorized service representative, authorized distributor and/or dealer is authorized to modify this Limited Warranty.

Procedure to Claim on Limited Warranty

For any purchaser to take advantage of this Limited Warranty, any claim of a defect must be submitted in writing by the original end-user purchaser to ICOR as soon as the purchaser becomes aware of the defect, by registered mail, e-mail, or fax such that the notice by the purchaser of a claim under this ICOR Limited Warranty, must reach ICOR prior to the expiry of the Limited Warranty period. The notice shall describe in detail the nature of the defect, the name of the ICOR authorized distributor and/or dealer from whom ICOR products were purchased, if applicable, the date and proof of purchase, which must be signed by the end-user purchaser. The defective ICOR Products must be returned to ICOR after receiving from ICOR, a RMA Number to the address indicated by ICOR. The Product must be shipped pre-paid and insured, all at the cost of ICOR. The risk associated with the return of the product shall be ICOR's. All import and/or export requirements, including any governmental or regulatory approvals are the responsibility of ICOR.

ICOR's Limited Warranty Obligations and Limitation of Liability

ICOR's sole obligation under this Limited Warranty shall be to repair or replace, at its sole option, the defective Product or components which are found by ICOR to be defective and to which this Limited Warranty applies. The original Limited Warranty of (1) year or two (2) year period shall not be extended by any such replacement or repair, but the remaining Limited Warranty period of one (1) year or two (2) years, if any, shall continue in effect and be applicable under the terms and conditions of this Warranty to the replacement or repaired ICOR Products or components. ICOR reserves the right to discontinue or alter any ICOR Products. If such ICOR products have been discontinued or are not available, ICOR reserves the right to substitute a comparable ICOR Product or component of equal quality.

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