

FOSS GLOBAL WARRANTY POLICY

1. Introduction. This document sets out the warranty policy between FOSS and its customers.

2. Validity. This version is valid as of 1 April 2017, and replaces all previous information regarding this matter.

3. Instrument Warranty. FOSS warrants that equipment purchased from FOSS conforms to FOSS's published specifications and is free from defects in materials and workmanship for a period of 365 days from date of invoice. Deviations to this warranty are below:

Refurbished products: The warranty period extends until 180 days after date of invoice.

Products not manufactured by FOSS: FOSS will pass through transferable manufacturer's warranties.

4. Parts Warranty. FOSS warrants that spare parts installed by FOSS or its authorized representatives or agents will conform to FOSS's published specifications and be free from defects in material and workmanship for a period of 365 days from date of invoice. All other spare parts are provided AS-IS.

Wear parts: Defects of wear parts which are caused by normal wear and tear are excluded from the warranty.

5. Consumables Warranty. FOSS warrants that its consumables will conform to FOSS's published specifications and will be free from defects in workmanship and materials until the latest of (i) the stated "expiration date" on the consumable or (ii) 90 days from date of invoice.

6. Software Warranty. FOSS warrants that for a period of 365 days from date of invoice its standard software will perform substantially in accordance with FOSS's published specifications and any accompanying user documentation, if the software is used under normal operation and maintenance conditions. Any customized software or third party software provided with the software, and data and pre-release versions of the software, are supplied on an "as is" bases without condition or warranty of any kind, including any warranty of merchantability, fitness for a particular purpose or non-infringement, either expressed or implied. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.

7. Service Warranty. FOSS warrants that all services performed under the given warranty will be performed in a professional and workmanlike manner in accordance with applicable industry standards.

8. Warranty Services. Should any failure to conform to the warranty appear within the warranty period, FOSS must promptly be notified. Within a reasonable time thereafter, taking the complexity of the fault into account and subject to the other provisions herein, FOSS will make the necessary repairs unless FOSS determines in its reasonable discretion that the products are not covered by this Warranty Policy. Warranty services will be provided at the location of the non-conforming product or a FOSS

service location, at FOSS's discretion, In the event of repair at a FOSS service location, Customer must ship the products at its expense to FOSS's service location. FOSS will pay the cost for the return of the product.

9. Failure to Repair. If FOSS, after a reasonable number of attempts, is unable or does not desire to repair warranted products, FOSS will, at its sole discretion, either (i) provide new or used replacement products or (ii) refund the purchase price depreciated in accordance with generally accepted accounting principles. No other remedies, obligations, liabilities, rights or claims, whether arising in tort, negligence, strict liability or otherwise, are available.

10. Warranty Exceptions. FOSS's warranties herein do not cover failure of warranted products resulting from: (i) accident, abuse, misuse, neglect or any other use not in accordance with FOSS's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other natural disaster or an act of a Customer or third party; (iii) Customer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to FOSS's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in FOSS's accompanying documentation or published specifications; (v) repair or service by anyone other than FOSS or its authorized representatives; (vi) the warranted products or any part thereof, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by FOSS; (vii) any attachments to the warranted products not manufactured, distributed or approved by FOSS; or (viii) any modifications to the warranted products not approved by FOSS. FOSS in its sole but reasonable discretion shall determine whether any of these exceptions apply.

11. Warranty Disclaimer. This Warranty Policy is subject to local laws and regulations. It contains the Customer's exclusive remedies and FOSS' sole obligation for any breach of this Warranty Policy. These warranties are given solely to the Customer and are in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No employee or representative of FOSS, other than FOSS authorized Sales Representatives, is authorized to make any warranty in addition to the foregoing.

12. Limitation of Liability. In no event shall FOSS be liable, and FOSS hereby waives all claims, for any loss of actual or anticipated profit, revenues, or products, loss of use, loss of contracts, loss of consents or loss of data, arising out of this Warranty Policy, regardless of whether any such claim arises in contract, warranty, indemnity, tort (including negligence), breach of statutory duty, strict liability or otherwise. Furthermore, FOSS shall not be liable, and FOSS hereby waives all claims, for any consequential, incidental, indirect, special, exemplary or punitive damages whether any claim arises in contract, warranty, indemnity, tort (including negligence), breach of statutory duty, strict liability or otherwise. In any event of liability, FOSS' maximum liability hereunder will not exceed the price of the products or services furnished by FOSS giving rise to the claim.