

## LAETUS WARRANTY POLICY (rev. 05-2022)

**1. Hardware Equipment Warranty.** LAETUS warrants that the LAETUS' hardware products delivered to Buyer ("**Hardware Equipment**") conform to LAETUS' published specifications and are free from defects in design, materials and workmanship (jointly "**Defects**") under normal operation and maintenance conditions and used as directed in LAETUS' documentation. The warranty set forth herein is limited to Defects existing at the time of the delivery of the Hardware Equipment and is subject to a written notification of the existence of such Defects received by LAETUS within the Warranty Period. The warranty set forth herein equally applies to software embedded into the Hardware Equipment.

The warranty set forth herein covers, at LAETUS' discretion, either free of charge repair or replacement of the Hardware Equipment or individual parts thereof, which LAETUS confirms to be defective, and includes all associated costs for materials, labor, standard shipment and import duties, excluding however priority shipment, if any. If LAETUS is unable to repair or replace defective Hardware Equipment after a reasonable number of attempts, Buyer may reduce the price in the same proportion as the value that the Hardware Equipment actually delivered had at the time of the delivery in comparison to the value that conforming Hardware Equipment would have had at that time.

**2. Points of Contact.** For any information and claims regarding Defects Buyer will contact LAETUS solely via e-mail under: [hotline@laetus.com](mailto:hotline@laetus.com).

**3. Warranty Period.** The Warranty Period shall be twelve (12) months from the date of successful "Site / Plant acceptance test" of the Hardware Equipment at Buyer's premises or successful commissioning for production of saleable items (as applicable), but no later than thirteen (13) months from the actual date of delivery.

If no site / plant acceptance test of the Hardware Equipment needs to be conducted due to the nature of the Hardware Equipment, the Warranty Period is twelve (12) months from the actual date of delivery at the Buyer.

**4. Spare Parts Warranty.** LAETUS warrants that: spare parts will be free of Defects under normal operation and maintenance conditions and used as directed in LAETUS' documentation during the Warranty Period referenced above. The warranty set forth herein covers free replacement of the parts, which LAETUS confirms to be defective, and includes associated costs for standard shipment and import duties, excluding priority shipment, if any and further excluding any labor costs. The warranty set forth herein is subject to a written notification of the existence / occurrence of such Defect received by LAETUS within the Warranty Period, and within two (2) calendar days from discovery / first occurrence by Buyer. In case the Buyer fails to inform LAETUS within said period of time after the discovery this will be deemed as a waiver of any claims regarding the Defect, as far as legally permissible. In case LAETUS is unable to replace the warranted parts after a reasonable number of attempts, LAETUS will, as a sole remedy, accept the return of the affected parts against a refund of the purchase price paid by Buyer for the same.

**5. Software Warranty.** Except as otherwise provided by LAETUS' End User License Agreement ("**EULA**") or other contractual agreements between the parties, LAETUS warrants that LAETUS' software will perform substantially in accordance with LAETUS' published specifications and all user documentation during the Warranty Period set forth above, provided that use is proper under normal operating and maintenance conditions as prescribed in LAETUS' documentation. In order to ensure proper functionality of the software, the purchaser undertakes during the warranty period and during the subsequent expected useful life of the hardware devices and software to install all security and operationally relevant updates ("**Bug Fixes**" and "**Hot Fixes**") recommended by LAETUS or to have them installed by LAETUS (if necessary at cost). Furthermore the Buyer commits itself not to install software packages which are excluded from a parallel installation and which make the error-free operation of the Laetus software impossible. The above warranty is subject to written notification of the existence of such defects, which must be received by LAETUS within the Warranty Period and within two (2) calendar days after discovery or first appearance of the defect by the purchaser. If Buyer fails to notify LAETUS of a defect in a timely manner, it shall be deemed a waiver of Buyer's right to assert any claim arising from such defect. Warranty services to remedy defects shall be carried out according to Sec. 6 below. If LAETUS cannot repair or replace software products under warranty after a reasonable number of attempts, the Buyer's sole remedy shall be to demand a corresponding reduction of the purchase price in consultation with LAETUS.

**6. Warranty Services.** Subject to the other provisions herein, LAETUS will, at its discretion and at its expense, either replace the Hardware Equipment, parts or software it confirms to be defective, or make the necessary repairs. Onsite warranty services will be available during regular LAETUS' business hours at its headquarter in Alsbach-Haehnlein, Germany. Repaired/replaced Hardware Equipment, parts and software are warranted for the term of the original warranty of the defective product. Replacement parts or hardware products may be new or refurbished, and may contain refurbished parts, but will be equivalent to new in performance. Buyer will send all defective Hardware Equipment and parts, which were replaced under this Warranty Policy, to LAETUS in timely manner in order to enable LAETUS to a proper root cause analysis. With the return of the defective Hardware Equipment the Buyer herewith agrees to transfer all rights and property to LAETUS.

Consumables and spare parts subject to wear and tear; such as but not limited to ink, belts, bearings, lamps, batteries, fuses, etc. are excluded from the warranty. Buyer will receive a "spare parts list" for its Hardware Equipment purchased, which defines which spare parts are subject to "wear and tear". LAETUS strongly

recommends the set-up of an appropriate stock of spare parts at Buyer as well as participating in a regular maintenance program offered by LAETUS.

**7. Unauthorized Returns.** LAETUS will only accept Hardware Equipment or spare parts that are returned upon explicit prior written approval (e-mail is sufficient) and with a prior valid service request form Buyer, a warranty number, a copy of the delivery note or a hotline ticket number. Such unauthorized returned Hardware Equipment and spare parts will be shipped back at the Customer's own risk and expense by LAETUS. Buyer ensures that the Hardware Equipment and spare parts are shipped to LAETUS in as proper packaging according to industry standards. No refunds or exchanges will be offered by LAETUS in case of an unauthorized return. Buyer acknowledges that all possible claims and damages are waived by an unauthorized return by Buyer.

**8. Warranty Exceptions.** This Warranty Policy does not cover failure of Hardware Equipment and software resulting from: (i) failure of Buyer store, install, maintain and use the Hardware Equipment and software in full compliance with LAETUS' recommendations, accompanying documentation, published specifications and standard industry practice (ii) accident, abuse, misuse or any other use not in accordance with LAETUS' recommendations, accompanying documentation, published specifications, and standard industry practice; (iii) the use of parts that have not been approved by Laetus prior and in writing or which have been updated, reworked, or improperly tested by Buyer, or by a third party at the request of Buyer; (iv) fire, flood, lightning, difficulty in obtaining labor, materials, production facilities or means of transport, or any other force majeure beyond the control of LAETUS ("**Force Majeure**"); (v) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to LAETUS' accompanying documentation and published specifications; (vi) failure to follow the maintenance procedures in LAETUS' accompanying documentation or published specifications; (vii) repair or service by anyone other than LAETUS or its authorized representatives; (viii) the Hardware Equipment and software or any part thereof, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by LAETUS, regardless of whether the damage or defect is a result of their use; (ix) any attachments or modifications to the Hardware Equipment or software not manufactured, distributed or approved by LAETUS; or (x) normal wear and tear. Warranty is available only to Buyer, excluding any third parties, unless otherwise required by law. LAETUS in its sole but reasonable discretion shall determine whether these exceptions apply.

**9. Warranty Disclaimer.** THE WARRANTIES SET FORTH HEREIN ARE PROVIDED SOLELY TO BUYER AND ARE EXCLUSIVE OF ANY OTHER WARRANTIES. LAETUS DISCLAIMS ANY FURTHER OR OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**10. Limitation of Liability.** LAETUS SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY LEGAL PROVISIONS FOR: (A) INJURY TO LIFE, BODY OR HEALTH DUE TO GROSS NEGLIGENT BREACH OF DUTY BY LAETUS OR INTENTIONAL OR GROSS NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS (B) DAMAGE ARISING FROM AN INTENTIONAL BREACH OF DUTY BY LAETUS OR A LEGAL REPRESENTATIVE OF LAETUS OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS.

THE PARTIES AGREE TO LIMIT THEIR LIABILITY AS FAR AS LEGALLY PERMISSIBLE AS FOLLOWS: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR LOSS OF ANY ECONOMICAL ADVANTAGE, ARISING OUT OF ANY PURCHASE AGREEMENT OR ANY PRODUCTS PROVIDED THEREUNDER, WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY; (B) LAETUS' MAXIMUM LIABILITY FOR THE BREACH OF SUBSTANTIAL CONTRACTUAL DUTIES AS A RESULT OF GROSS NEGLIGENCE ON THE PART OF LAETUS, LAETUS' LEGAL REPRESENTATIVES OR VICARIOUS AGENTS SHALL IN NO EVENT EXCEED THE FORSEEABLE DAMAGE TYPICAL FOR THE TYPE OF CONTRACT AND AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID TO LAETUS FOR THE HARDWARE EQUIPMENT OR SOFTWARE GIVING RISE TO THE CLAIM; (C) LAETUS WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ORDINARY NEGLIGENCE.

**11. Translations.** In case any conflict would exist between versions of this Warranty Policy provided in different languages, the English version of this Warranty Policy shall prevail.

**12. Miscellaneous.** The invalidity or unenforceability of any provision or part of a provision hereof shall not affect the validity of the entire Warranty Policy. In case of invalidity of a provision or a gap, LAETUS and Buyer undertake to reach agreement concerning a provision which comes as close as possible to the original intent or purpose of the invalid provision, but takes into account those aspects that made it invalid in the first place.

This Warranty Policy shall be construed and be subject to the substantive laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (hereafter "**CISG**") and the German law rules on the conflict-of-laws. As far as legally permissible the place of jurisdiction shall be the competent courts in Darmstadt, Germany.