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Terms and Conditions

1. Definitions.

As used in this agreement, the following terms have the following meanings:

- A) "Acceptance" or "Sign Off" means that the equipment is running according to BYSTRONIC's machine specifications at the Buyer's site.
- B) "Agreement" means all of the terms and conditions contained herein and
- (i) Any BYSTRONIC proposal, bid or similar document setting forth the prices of any Goods, and
- (ii) The Sales Order and Confirmation of Sales Order and any other documents or forms provided by BYSTRONIC relating to the Goods, and
- (iii) Any document evidencing or relating to the purchase of the Goods.
- C) "BUYER" means the person or corporation or other entity purchasing Goods as indicated on the Sales Order.
- D) "Buyer's Site" shall mean the Buyer's address as set forth on the Sales Order unless otherwise agreed upon by the parties.
- E) "BYSTRONIC" means Bystronic Canada Ltd and all of its affiliated or related companies.
- F) "Commissioning" or "Start-Up" means the commencement of the operation of the Goods.
- G) "Delivery" means the arrival of the Goods at the Buyer's Site, as designated herein.
- H) "Goods" means BYSTRONIC machine tools or related equipment, parts or accessories or combinations or components thereof specified on the Sales Order or otherwise.
- I) "Installation" means the assembling of the Goods at the Buyer's Site, as designated herein.
- J) "Security Agreement" shall mean a Hypothec Agreement as defined, governed and interpreted by the law of the Canadian province of customer's business location.

2. General.

The execution and submission of the Sales Order by BUYER constitutes an offer by BUYER to purchase the Goods specified therein. As such, it is subject to acceptance by BYSTRONIC at its home office in Mississauga, ON. Such acceptance will be given by BYSTRONIC to BUYER in the form of BYSTRONIC's "Confirmation of Order".

ACCEPTANCE BY BYSTRONIC OF BUYER'S ORDER OR BUYER'S ACCEPTANCE OF BYSTRONIC'S PROPOSAL, IS LIMITTED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF AND ASSENT TO, THE TERMS AND CONDITIONS OF THE CONFIRMATION OF ORDER AND THOSE CONTAINED HEREIN. ANY ADDITIONAL, INCONSISTANT OR DIFFERING TERMS AND CONDITIONS CONTAINED IN THE PURCHASE ORDER OR OTHER DOCUMENTS SUBMITTED BY BUYER TO BYSTRONIC AT ANY TIME, WHETHER BEFORE OR AFTER THE DATE HEREOF, ARE **EXPRESSLY** REJECTED BY BYSTRONIC. BUYER ACKNOWLEDGES NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ITS PUCHASE ORDER OR OTHER DOCUMENTS, RECEIPT AND ACCEPTANCE BY BUYER OF THE GOODS SHALL CONSTITUTE ACCEPTANCE BY BUYER OF THESE TERMS AND CONDITIONS. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY AN OFFICER OF BYSTRONIC. BYSTRONIC SALES PERSONNEL AND DISTRIBUTORS ARE NOT AUTHORIZED TO ACCEPT ORDERS ON BEHALF OF BYSTRONIC.

3. Prices.

All prices are stated in USD. All prices are exclusive of city, state, federal, provincial or other taxes, customs duties. Canadian customs and brokerage fees are included. Installation and commissioning are included in the price, unless otherwise stated in the Confirmation of Order.

Bystronic reserves the right to a proportional increase of all prices of the Goods if material prices increase by three percent (3%) or greater between the date of conclusion of this Agreement and the actual date of Delivery of the Goods ("**Price Increase**"). In the event of a Price Increase, the percentage of such increase shall be divided equally between the parties. Any Price Increase shall be determined in accordance with the OECD Producer Price Index,



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with respect to the OECD-Total numbers, as updated from time to time, accessible here: https://data.oecd.org/price/producer-price-indices-ppi.htm.

4. Shipment and Delivery Terms.

Unless otherwise mutually agreed upon in writing, Goods shall be shipped DDP BUYER's dock with the cost of freight prepaid and added to the BUYER'S invoice. Where the scheduled delivery of Goods is delayed by BUYER, BYSTRONIC may deliver such Goods by moving them to storage and BUYER shall be liable for any storage charges in effect at the date of shipment to BUYER. Should the carrier designated by BUYER fail to pick up the Goods within two (2) days after being given notice, BYSTRONIC reserves the right to select and make shipment by an alternate carrier and charge buyer for such shipment.

5. Risk of Loss; Title; Security Interest.

Notwithstanding the provisions of Section 4 hereof, all risk of loss or damage shall pass to the BUYER, and delivery shall be deemed to be completed, upon delivery of the Goods to the BUYER'S dock or upon moving the Goods into storage, whichever shall occur first. Title of the Goods shall remain with BYSTRONIC until BUYER pays all amounts due to BYSTRONIC. BYSTRONIC reserves and BUYER hereby expressly grants to BYSTRONIC, a purchase money security interest in the Goods until the purchase price has been fully paid. BUYER agrees to execute, and hereby appoints BYSTRONIC as its attorney-in-fact to execute on BUYER'S behalf, any documents requested by BYSTRONIC which are necessary for attachment and perfection of its security interest. If BUYER defaults, BYSTRONIC will have all the rights of a secured creditor under a Hypothec Agreement signed by BUYER. If any Goods are placed in any real property subject to any mortgage, lien, or any encumbrance, BUYER shall provide Bystronic with all necessary documentation as may be required by Bystronic to ensure that the Goods are not subject to any lien imposed by such mortgage, lien or other encumbrance.

6. Delays.

The shipping date, as set forth in the Confirmation of Order, is estimated upon the basis of immediate receipt by BYSTRONIC of BUYER's executed Sales Order, payments as due, and all information required to be furnished by BUYER. BYSTRONIC shall in good faith, endeavor to ship by the estimated shipping date but reserves the right to vary such date free of any liability to BUYER, notwithstanding any commitment or representation to the contrary.

7. Production Estimates.

Production data, when given, is estimated only based upon the Goods being maintained and operated under normal working conditions with competent, trained operators and maintenance personnel. PRODUCTION ESTIMATES ARE APPROXIMATE AND ARE NOT GUARANTEED OR WARRANTEED unless otherwise expressly provided in the Agreement.

Unless expressly provided by the Agreement, BYSTRONIC makes no warranty or representation regarding part accuracies, which are the responsibility of BUYER.

8. Installation and Commissioning.

Supervision of installation and commissioning of the Goods, and specialized technical aspects of such installation and commissioning, must be carried out by BYSTRONIC's personnel. Buyer is responsible for assistance to the installation personnel including but not limited to physical support as needed and rigging of the equipment as necessary.

BYSTRONIC equipment is supplied in conformity to CE/UL norms. Any additional local certification (example PHSR or CSA) is under BUYER's responsibility.

9. Insurance.

BUYER will insure, with an insurer having a Best's Property and Casualty Rating of A plus, the Goods, from delivery to payment to BYSTRONIC of all sums due BYSTRONIC for the Goods.



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The insurance shall insure against such risks and casualties and be in such form and amounts as is customary for business of substantially the same type and operating in substantially the same markets as BYSTRONIC. All insurance policies shall be written for the benefit of BYSTRONIC and provide that BYSTRONIC be the loss payee to the extent of its interest in the Goods. All such policies, certificates, and renewals evidencing the same shall be furnished to BYSTRONIC. If BUYER fails to pay the premiums due for any such insurance, BYSTRONIC may do so solely for BUYER's account, adding the amount thereof to the balance of the price owed to BYSTRONIC for the Goods. All policies of insurance shall provide thirty (30) day minimum cancellation notice to BYSTRONIC. BYSTRONIC is hereby appointed BUYER's attorney–in-fact to endorse any draft or check which may be payable to BUYER in order to collect the proceeds of such insurance. Any balance of insurance proceeds after payment in full of all amounts due hereunder shall be paid to BUYER.

10. Cancellation by BYSTRONIC; Remedies for Breach.

BYSTRONIC may, by written notice to BUYER and without any liability, cancel the BUYER's purchase of the Goods in the event BUYER:

- (i) fails to perform any of the terms and conditions of the Agreement and does not cure such failure within a period of ten (10) days after receipt of written notice from BYSTRONIC specifying such failure, provided, that, no such cure period shall apply to BUYER'S failure to pay any sums due BYSTRONIC for the Goods in a timely manner;
- (ii) in BYSTRONIC's opinion, has not established or maintained credit to meet promptly the payment terms of BYSTRONIC's Standard Terms of Payment or has defaulted on the payment terms of any other transaction with BYSTRONIC;
- (iii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, dissolution or similar proceedings; or
- (iv) is merged into, or all or a substantial part of its assets are sold to, another party.

Upon any such cancellation, BUYER shall be liable to BYSTRONIC for a cancellation charge in accordance with Section 11 below.

As a nonexclusive alternative to cancellation, BYSTRONIC may, for any reason referenced in subsections (i)-(iv) of this Section 10, without any liability:

- a) Suspend any of BYSTRONIC's obligations hereunder (including, without limitation, BYSTRONIC's warranty obligations),
 - b) Physically render the Goods unusable and/or
 - c) Exercise any and all of its rights as a secured creditor.

11. Cancellation by BUYER.

Unless otherwise agreed by BYSTRONIC in writing, under no circumstances shall BUYER have the right to delay shipment, delivery or acceptance of Goods hereunder. In the event that a delay of shipment, delivery or acceptance of Goods shall occur as a result of the Buyer, the Buyer shall immediately notify BYSTRONIC in writing of such delay and the applicable timeline shall be commensurately extended until such time as performance is no longer prevented or hindered. The Buyer shall be responsible for all costs and expenses related to such delays. Such fees and expenses shall be invoiced by BYSTRONIC to the Buyer and shall be paid within thirty (30) days of receipt.

12. Returns.

With respect to sales of GOODS which are published in BYSTRONIC's Standard Tooling Catalogue (referred to herein as "Standard Tools"), BUYER may return Standard Tools, if, in BYSTRONIC's sole and absolute discretion, the Standard Tools are returned: (a) in unused condition, (b) in the original packaging, (c) with proof of purchase and return documentation, and (d) within thirty (30) days of original invoice date. For returns satisfying the foregoing criteria, BUYER shall receive a credit, net of a twenty-five (25%) percent restocking fee assessed on current prices of the Standard Tools returned, to be applied against future



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BYSTRONIC orders. BUYER is responsible for all shipping and delivery costs attributable to returns. Notwithstanding this Section 12, BUYER shall not be permitted to return any Customized Tools.

13. Confidentiality.

BYSTRONIC may provide BUYER with information in the form of copies of certain prints, drawings, documentation and diagrams (said information and items being referred to as "Material") relating to the Goods. BUYER agrees that it will only use the Material for the purpose of assisting its personnel making repairs to the Goods and to make the Goods function properly. BUYER shall not in any way utilize or attempt to utilize the Material to duplicate, or simulate, in any manner, the Goods except as required for such repairs.

Without limitation to the foregoing, BUYER shall not in any way utilize or attempt to utilize the Material to manufacture, design or develop for any purpose or to utilize or attempt to utilize the Material for any commercial business, or technical purpose other than repairs to the Goods. BUYER acknowledges that the information contained in the Material constitutes proprietary information of BYSTRONIC. BUYER agrees that the Material shall not be disclosed to any other person or entity without the prior written consent of BYSTRONIC. BUYER will take all necessary steps to assure that the Material is kept secure from unauthorized disclosure to third parties or employees of BUYER. BUYER shall not make copies of the Material without the prior written consent of BYSTRONIC.

14. LIMITATION OF LIABILITY.

THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF BYSTRONIC, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS WITH RESPECT TO ANY AND ALL CLAIMS IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THE AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE CUMULATIVE LIABILITY AS SPECIFIED IN BYSTRONIC'S GROUP DELEGATION OF AUTHORITY, SECTION 6.11. BYSTRONIC AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AGREEMENT OR ANY BREACH THEREOF, OR ANY DEFECT IN, FAILURE OF, OR MALFUNCTION OF THE GOODS HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOSS OF PRODUCTION, LOST PROFIT OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, BUSINESS INTERRUPTION, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF BUYER OR BUYERS OF BUYER FOR SERVICE INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF BUYER OR COSTS CONNECTED WITH INTERRUPTION OF OPERATION, LOSS OF ANTICIPATED SAVINGS, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), INDEMNITY, STRICT LIABILITY OR OTHERWISE.

No such claim shall be asserted against Bystronic, its agents, employees, subcontractors or suppliers, unless the injury, loss or damage giving rise to the claim is sustained prior to the expiration of the period of warranty specified in the Agreement and no suit or action thereon shall be instituted or maintained unless it is filed in a court of competent jurisdiction within one (1) year after the date the cause of action accrues whether arising in contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise.

This Section 14 - LIMITATION OF LIABILITY shall prevail over any conflicting or inconsistent



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provisions contained in any of the documents comprising the Agreement, except to the extent such conflicting or inconsistent provisions further restrict Bystronic's liability.

15. Indemnification.

BUYER agrees to indemnify, defend and hold BYSTRONIC harmless from and against all judgments and costs (including attorneys' fees) resulting from BUYER'S use and/or resale of the Goods delivered hereunder. Further, without limiting the generality of the foregoing, if the goods delivered hereunder are to be prepared for manufacture according to BUYER'S specifications, BUYER shall indemnify, defend and hold BYSTRONIC harmless against any claims or liability for patent or trademark infringement on account of such preparation or manufacture.

16. Force Majeure.

Except with respect to the payment of monies due hereunder and BUYER's obligations under Section 14 hereof, neither party hereto shall be responsible for failure to perform hereunder or for any loss or damage due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, civil disobedience, war, acts of terrorism, riots, political unrest, strikes, work stoppage, floods, water/elements, epidemics, changes in governmental requirements, export control regulations, sanctions or inability to secure equipment, raw material or transport. Notice to this effect ("Notice of Force Majeure") shall be given at once to the other party. Performance shall be resumed as soon as practicable after the cessation of the cause of delay.

17. Entire Agreement.

The entire agreement between BYSTRONIC and BUYER with respect to the Sales Order is embodied solely within the Agreement, which supersedes all prior agreements, understandings, representations or warranties, whether oral or written between BYSTRONIC and BUYER relating to such order. No statement, recommendation or assistance made or offered by BYSTRONIC through its representatives in connection with suitability, capacity, performance or compliance with BUYER's specification of the Goods sold shall be or constitute a waiver by BYSTRONIC of any provision hereof. No statements subsequent to the acceptance of the Sales Order shall be binding upon BYSTRONIC, nor shall the Agreement or such terms or conditions be amended or modified, unless consented to in writing by a duly authorized officer of BYSTRONIC in a document referencing these terms and conditions.

These terms and conditions of sale shall remain effective as between BYSTRONIC and BUYER, regardless of any arrangements or agreement for financing of BUYER'S purchase of Product. This Sales Order may be executed by original, facsimile, PDF or electronic signatures (including, without limitation, the use of an electronic signature commercial product (such as Docu-Sign), each of which when affixed shall be deemed to be and accepted as an original that is enforceable against the executing party.

18. Attorneys' Fees.

In the event of any litigation or collection action arising out of BUYER'S purchase of Goods, BYSTRONIC shall be entitled to reimbursement from BUYER for its actual reasonable attorney's fees and costs.

19. Non-Waiver.

Failure by BYSTRONIC to enforce any rights under or to insist upon strict performance of any provision in the Agreement shall not constitute a waiver of any breach or a waiver of such provision, irrespective of the length of the time for which such failure continues.

20. Survival; Severability; Assignment.

Notwithstanding any expiration or cancellation of BUYER's order, BUYER shall remain obligated under all those provisions of the Agreement which expressly or by their nature



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extent beyond and survive such expiration or cancellation. If any provision or any portion of any provision in the Agreement shall be held to void or unenforceable hereof and the remaining portions of any provision of the Agreement held void or unenforceable in part shall continue in full force and effect. The Agreement shall not be assigned, subcontracted, or delegated, in whole or part, by BUYER without BYSTRONIC's prior written consent.

21. Governing Law.

This Agreement and all rights and obligations arising in connection herewith shall be governed by and interpreted under the law of the province of Ontario, without regard to conflicts of law principles; provided, however, that if a court determines that Ontario law shall not apply, then the validity and enforceability of this Agreement shall in no way be affected or impaired. BYSTRONIC and BUYER agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the circuit courts located in the province of BYSTRONIC's then-current principal place of business in Ontario (currently Mississauga, ON) and that such is the convenient and appropriate forum. BYSTRONIC and BUYER irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding, and agree to receive service of process by certified or registered mail or any other proper method and waive any objection which they may now or thereafter have to venue or to convenience of any such suit, action or proceeding.

Warranty

According to the "Terms & Conditions of Sale", the warranty period is as follows:

- **(a.) Limited Warranty**. Except as otherwise expressly agreed upon in writing by an authorized representative of Bystronic, the following limited warranties are provided by Bystronic solely to the Buyer:
- Goods and Services Warranty. Bystronic warrants that the Goods and all components 1. thereof manufactured by Bystronic shall, upon delivery, be and remain free from defects in material and workmanship, and that, upon performance, the services shall be and remain free from defects in workmanship, but, in each case, only for the following Warranty Remedy Periods. The standard Warranty Remedy Period for Products (excluding aftermarket Parts, Tooling and software) shall begin at the date of the machine sign-off or upon the start of commercial operation with the machines capability to process commercially saleable goods and shall end (i) twelve (12) months after the applicable Warranty Start Date and no later than (ii) eighteen (18) months after the date the Product was delivered should either warranty start date condition not apply. In order for the Buyer to maintain the designated product Warranty Remedy Period, the Buyer must execute and maintain an annual or semiannual ByCare maintenance coverage contract with Bystronic during the Warranty Remedy Period without interruption. For limited Bystronic products available for coverage with Bystronic Fiber Warranty Premium and Cutting Warranty Premium, availability for extended coverage must be designated and listed as a line item in executed product sales order, a conditional Sixty (60) month warranty coverage will apply from the machine warranty start date. To maintain Fiber Warranty Premium and Cutting Warranty Premium coverage the buyer must maintain, annually renewed, a minimum of Bystronic supplied ByCare Standard maintenance coverage for the duration of the Sixty (60) month coverage period. Coverage for Fiber Warranty Premium on items, deemed failed as a result of manufacturing defects, includes the laser source internal components in example, power supplies and laser modules. Items covered under Cutting Warranty Premium, deemed failed as a result of manufacturing defects, include the Bystronic cutting head v2.2 and higher and the fiber cable if failed as a result of manufacturing defect or deemed failed as a result of a cutting head failure. The Fiber Warranty Premium & Cutting Warranty Premium coverage excludes items identified as consumable, with limited life span, as used in



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routine maintenance or consumed during the production process.

- 2. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of delivery. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of delivery. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) **Equipment and Services Remedy**. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is pro-vided to Bystronic promptly after such discovery and within the applicable Warranty Remedy Period, Bystronic shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Bystronic promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re- performance, which-ever is later, Bystronic will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be ex-tended.
- (c) **Exceptions**. Bystronic shall not be responsible for providing working access to the non-conforming Equipment, including disassembly and re-assembly of non-Bystronic supplied equipment, third party spare parts, wear parts, consumables or for providing transportation to or from any repair facility, all of which shall be at Buyer's risk and expense. Bystronic shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence, or accident; (iii) has been used in a manner contrary to Bystronic's instructions or operating manuals; (iv) is comprised of materials provided by or a design specified by Buyer; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Bystronic but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) <u>Software Warranty and Remedies</u>. Bystronic warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Bystronic's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of delivery and written notice of such nonconformity is provided to Bystronic promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Bystronic shall correct the nonconformity by, at its option, either (i) modifying or making available to the Buyer instructions for modifying the Software; or (ii) making available at Bystronic's facility necessary corrected or replacement programs. Bystronic shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Buyer-supplied software or interfacing. Bystronic does not warrant that the functions contained in the software will operate in combinations which may be selected

NOTE: BUYER'S FAILURE TO COMPLY IN ALL RESPECTS TO THE AGREED PAYMENT TERMS AS SET FORTH ON THE SALES ORDER WILL VOID ANY WARRANTY CONTAINED IN THE AGREEMENT.

BYSTRONIC AND ITS RELATED AND/OR AFFILIATED COMPANIES, MAKE NO WARRANTIES OR



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REPRESENTATIONS WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN AND DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH GOODS OR FOR CONSEQUENTIAL DAMAGES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

To maximize productivity, Bystronic provides a service hot line telephone number (+1 905 820 2999, available Mon - Fri, from 8:00 a.m. to 6:00 p.m. EST), to support the Buyer in making immediate simple repairs or easy part replacements.

All "Terms & Conditions of Sale" of the Bystronic Canada Ltd shall apply to such warranty.

All implied warranties shall be expressly excluded.