

HARTFIEL AUTOMATION, Inc.

ASSIGNMENT OF MANUFACTURER'S WARRANTY AND LIMITATION OF LIABILITY (our Standard Conditions)

See our Quotation for Terms

UNLESS OTHER SPECIFICALLY PROVIDED BY SEPARATE WRITTEN AGREEMENT DULY SIGNED BY HARTFIEL AUTOMATION, Inc. (AND ITS SUBSIDIARIES INCLUDING HARTFIEL AUTOMATION SA, LLC) ("SELLER"), THE TERMS AND CONDITIONS IN THIS ASSIGNMENT OF MANUFACTURER'S WARRANTY AND LIMITATION OF LIABILITY, AND OUR QUOTATION, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND NO OTHER TERMS OF CONDITIONS SHALL BE IN EFFECT. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS IF ANY PART OF THE DESCRIBED MERCHANDISE IS ACCEPTED. IF THE BUYER FINDS ANY TERM(S) OR CONDITION(S) NOT ACCEPTABLE, BUYER MUST SO NOTIFY SELLER IMMEDIATELY IN WRITING OF WHICH TERM(S) OR CONDITION(S) BUYER FINDS UNACCEPTABLE. ANY ADDITIONAL DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYERS ORDER OR RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO EFFECT.

- 1. What is Provided by this Assignment of Manufacturer's Warranty.** Seller assigns to the original Buyer all of the manufacturer's warranties relating to the products sold hereunder. Seller extends no warranties and expressly disclaims all warranties, express or implied in law, including but not limited to any warranties of merchantability or fitness for a particular purpose.
- 2. What is Not Covered by this Assignment of Warranty.** Seller also does not warrant (a) any product, components or parts not sold or provided by Seller, (b) defects caused by failure to provide suitable installation or application environment for the Products, (c) damage caused by use of the Products for purposes other than those for which they were intended, (d) damage caused by disaster such as fire, flood, wind and lightning, (e) damage during shipment, (f) damage caused by unauthorized modification of the Products, or (g) any other abuse or misuse by Buyer.
- 3. Disclaimer of Warranty.** THE FOREGOING ASSIGNMENT OF MANUFACTURER'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4. Limitation of Remedies.** In no case will Seller be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Products or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down time, the claims of third parties, including customers, and injury to property.
- 5. Delivery.** The delivery time stated with respect to any order is the estimated time required to make delivery. Seller will use its best efforts to meet the delivery time stated but does not, under any circumstances, guarantee delivery by the stated time and is not responsible for any damages caused by the failure to meet the stated delivery time.
- 6. Title.** Buyer agrees that equipment on Buyer's Purchase Order(s) will be security fully assigned to Seller for the debt incurred. Buyer agrees that Seller retains title to all equipment until final and complete payment is received by Seller.
- 7. No Other Warranties.** Unless modified in writing signed by both parties, this agreement is understood to be complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to warranties of, and liability with respect to, Products. No employee of Seller or any other party is authorized to make any warranty.
- 8. Allocation of Risks.** This agreement allocates the risks of Product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the Products. Buyer acknowledges that it has read this agreement, understands it and is bound by its terms. This Assignment of Manufacturer's Warranty and Limitation of Liability is governed by the laws of the State of Minnesota.

The buyer agrees that the terms and conditions contained in this Assignment of Manufacturer's Warranty and Limitation of Liability form apply to and govern all orders by the buyer from Hartfiel Automation, Inc. notwithstanding anything to the contrary which may be contained in any purchase order or other documentation of the buyer.