

# Warranty Policy

## 1. ORIGINAL MANUFACTURER WARRANTY

Where Nemalux Inc. ("Supplier") is not the original manufacturer of a Product or component of a Product ("Third Party Products"), Supplier shall assign to Customer (or, where assignment is not permitted, hold in trust and make reasonable efforts to enforce for the benefit of Customer) all warranties for Third Party Products given by the original manufacturers of such Products or components of Products ("Manufacturer Warranties"). Supplier has no liability or obligation to Customer with respect to Third Party Products beyond the obligations set out in this section. All other warranties with respect to Third Party Products, whether express or implied, are expressly excluded.

## 2. NEMALUX PRODUCTS WARRANTY

Supplier warrants that, subject to the exclusion set out in section 3 and the limitations set out in section 5 below, (a) Products manufactured or assembled by Supplier ("Supplier Products") shall conform to Supplier's specifications for such Supplier Products, and (b) for a period of 60 months following delivery by Supplier, Supplier Products shall remain of merchantable quality, of good material and workmanship and free from defect ("Nemalux Product Warranty"). ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 3. EXCLUSION OF NEMALUX PRODUCTS WARRANTY

The Nemalux Product Warranty does not apply where a Supplier Product has failed to perform in accordance with the Nemalux Product Warranty and the failure results from (a) use of the Supplier Product in question outside the operating parameters forming part of Supplier's specifications for that Supplier Product, or (b) due to accident, third party event, abuse, or damage caused by any other external force or event.

## 4. REMEDIES

Where a Supplier Product has failed to perform in accordance with the Nemalux Product Warranty, Customer's sole remedy against Supplier is, at Supplier's option (a) Supplier can provide a replacement Nemalux Product within a reasonable time, or refund to Customer the price paid by the Customer for the Nemalux Product in question. If Nemalux elects to provide a replacement Nemalux Product, the warranty period applicable to the original Nemalux Product in question shall continue to apply, such that there shall be no extended warranty period applicable to the replacement item.

## 5. LIMITATIONS OF LIABILITY

Except for the intellectual property warranty given in section 6 below, Supplier is never liable for general, special, direct, indirect, incidental or consequential loss or damages of any kind which the Customer may incur or experience on account of purchasing, owning or operating any Product. Supplier is not responsible for any loss or damage to property of Customer or any other person resulting from the Customer's use of the Product, whether in compliance with Supplier's recommended directions for use or otherwise. Supplier is never liable to Customer for any aggravated or punitive damages in any circumstances.

## 6. INTELLECTUAL PROPERTY WARRANTY

Supplier shall hold harmless and indemnify Customer against any claim or legal action brought against Customer alleging that any Product supplied by Supplier hereunder (other than Third Party Products) infringes any patent, trade secret, copyright, trademark or other intellectual property right. Supplier shall defend any such claim or action and pay all costs and expenses arising therefrom.

## 7. SURVIVAL

The provisions of this warranty shall indefinitely survive the termination, expiration or other completion of performance of this agreement.