



SONOTRONICS

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WARRANTY

SONOTRONICS Inc.'s warranty period for the Product is one (1) year from date of product shipment. SONOTRONICS Inc. (SONOTRONICS) warrants that on the date of shipment all Products manufactured by SONOTRONICS are free from defects in material and workmanship under normal use and service. This warranty shall survive delivery only on the conditions and subject to the limitations set forth below.

NOTICE PERIODS

To receive a warranty remedy for a Product, Buyer must contact SONOTRONICS's Customer Support Department during the warranty period to receive the Return Material Authorization ("RMA") instructions. Each defective Product returned for warranty remedy must be shipped at the Buyer's expense according to the RMA instructions and must include reasonable proof that the claimed defect is due to a matter embraced within the warranty set forth above and that such defect did not result from any act or omission of Buyer, including but not limited to any failure to operate and maintain the Product in accordance with SONOTRONICS's applicable written instructions.

REMEDY

SONOTRONICS's liability, and the Buyer's exclusive remedy under this warranty, as to a defect in material or workmanship, is limited to the repair of such defect in the accessory, equipment or part in which the defect appears or, at SONOTRONICS's option, to the replacement of such accessory, equipment or part with a similar item free from defect. As to any item repaired by SONOTRONICS or furnished as a replacement by SONOTRONICS, SONOTRONICS's liability and the Buyer's exclusive remedy to the repair or replacement of such item for any further defect in material or workmanship, provided SONOTRONICS receives written notice at Tucson, ARIZONA, USA, of such further defect from BUYER within ninety (90) days after the repaired or replaced item is shipped to BUYER and provided that BUYER returns same to SONOTRONICS as provided under "Notice Periods".

RETURNED ITEMS

All repairs, replacements and corrections described above shall be performed by SONOTRONICS at its plant at Tucson, ARIZONA, or at such other place as may be mutually agreeable, and with reasonable care and dispatch in order that the Product, accessory, equipment or part will not be kept out of service longer than necessary. Return to BUYER of a repaired, replacement, or corrected accessory, equipment, part or Product shall be at SONOTRONICS's expense. Title to and risk of loss of the Product, accessory, equipment, or part returned to SONOTRONICS pursuant hereto shall at all times remain with the BUYER, except that title to a returned accessory, equipment, part, or Product shall pass to SONOTRONICS concurrently with shipment to BUYER of any item furnished by SONOTRONICS to BUYER as a replacement therefore. SONOTRONICS shall have only such responsibility for any Product, accessory,

equipment, or part owned by the BUYER and in the possession of SONOTRONICS as is chargeable by law to a bailee for hire, but shall not be chargeable for loss of use thereof.

WEAR AND TEAR Normal wear and tear and the need for regular maintenance shall not constitute a defect under this warranty. DISCLAIMER AND RELEASE THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SONOTRONICS AND THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES AND RENOUNCES, ALL OTHER WARRANTIES AND OBLIGATIONS OF SONOTRONICS AND ANY ASSIGNEE OF SONOTRONICS AND ALL RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SONOTRONICS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONPERFORMANCE OR DEFECT IN THE PRODUCT OR IN ANY OTHER THING DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SONOTRONICS OR ANY ASSIGNEE OF SONOTRONICS, ACTUAL OR IMPUTED; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO THE PRODUCT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE PRODUCT; OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND (E) SONOTRONICS MAKES NO REPRESENTATION THAT THE PRODUCT WILL NOT INFRINGE ANY PATENT OR OTHER RIGHTS OF ANY PERSON AND BUYER AGREES TO INDEMNIFY SONOTRONICS AND HOLD SONOTRONICS HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITIES WITH RESPECT TO SAME TOGETHER WITH ANY CLAIMS AND LIABILITIES WITH RESPECT TO ANY INFRINGEMENT OF ANY PATENT OR OTHER RIGHTS OF ANY PERSON ARISING AS A RESULT OF BUYER'S PRODUCTS, TECHNOLOGY, ACTIVITIES, OR OTHERWISE.