

WOLKE M600 ADVANCED CONTROLLERS AND PRINT HEADS WARRANTY POLICY

Videojet warrants that (i) the Products shall, when delivered, substantially comply with the Product descriptions specifically agreed upon in writing, and (ii) Videojet shall convey good and marketable title to Buyer and that the Products will be delivered free from any lawful lien, claim or encumbrance other than any lien arising hereunder. "Products" include only Wolke m600 "advanced" controllers and compatible print heads, but not encoder/angular momentum generators, photocells, holders/racks and other optional peripheral devices as may be defined herein. This warranty extends only to Buyer, and only for five (5) years after date of delivery for advanced controllers, and one (1) year from date of delivery for compatible print heads.

Any claim regarding any defect or inconformity under this warranty which a casual inspection would disclose must be made in writing within thirty (30) days of the F.O.B. All other claims under this warranty must be made in writing within thirty (30) days after the alleged defect is discovered. All claims for warranties shall be subject to Videojet's reasonable determination that the Product did not meet the warranty granted hereunder and shall be fully satisfied and discharged by, at Videojet's discretion, either (i) repairing the defective Products in conformity with the contract specifications within a reasonable period of time upon receipt of any defective Products by Videojet or (ii) delivering a like quantity of the Products substantially meeting the contract specifications upon receipt of any defective Products by Videojet. Any labor of Videojet required in connection with any warranty claim shall be reimbursed by the Buyer at Videojet's prevailing hourly rates. At Videojet's option, Videojet will make service repairs at Buyer site, or require Buyer to ship defective Products to a Videojet designated facility. Shipping costs in connection with shipment of defective Products to Videojet will be borne by Buyer.

Videojet shall not be liable for any claims resulting from misuse, unauthorized modification, abuse of the Products, improper or faulty use outside of the envisioned pressure system environment including improper insertion of the print cartridge, unauthorized operation of the Products, handling or improper Product application or storage causing defects, including but not limited to, leaking of print cartridge or bulk systems, damages caused to print head due to normal wear and tear, failure to comply with Videojet's instructions, improper function of any part or material or improper specifications supplied by Buyer or improper or faulty manufacturing due to defective or improper parts, materials, designs, blueprints and specifications supplied by Buyer or supplied by any third party to Buyer.

Videojet shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fires, floods, earthquakes, storms or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo, labor disputes, strikes, lockout or interruption or failure of electricity or telephone service.

[Notwithstanding the fact that Videojet is not liable for failure to perform due to the occurrence of acts of God, Wolke may at its sole discretion repair the defective Products to meet contract specifications within a reasonable period of time upon receipt of any defective Products by Wolke, in which case Buyer shall be liable for the necessary labor costs at a customary hourly rate and spare parts at the price specified on the respective valid price list.]

Warranty Excludes

This Products warranty specifically excludes: (i) any supply items or other consumable parts including, without limitation, focal lens, mirrors, fluids, filters, knives, transport belts, feed rollers, thermal transfer printheads, print rollers and print plattens; (ii) any Products, subassemblies or parts, including without limitation the ink system, that have come into contact with fluids which were not manufactured or distributed by Videojet; (iii) defects caused by the Buyer's failure to provide power or air supplies, or an operating environment, which conform to Videojet's published specifications; (iv) damage caused by fire, flood, lightning or any other act of God; (v) damage caused by abuse, misuse, neglect, Buyer's attachments or modifications, use of parts or fluids which were not manufactured or distributed by Videojet, or failure to follow the maintenance procedures described in Videojet's Owner/Service Manual for the Products; damage caused by repair or service during the warranty period by anyone other than Videojet or Videojet authorized representatives; (vi) Product that is not located in the United States, Puerto Rico or Caribbean countries covered; or (vii) Product which is owned, leased or otherwise held by anyone other than the Buyer.

Failure to Repair Products

If Videojet is unable to repair the Products to conform to the warranty after a reasonable number of attempts, Videojet will provide, at its option, one of the following: (i) a replacement unit of the Product; or (ii) a full refund of the purchase price. These remedies are the Buyer's exclusive remedies for breach of warranty.

Spare Parts Policy

Videojet warrants to the Buyer that non-consumable spare parts sold to the Buyer shall conform to Videojet's published specifications and will be free of defects in workmanship or material under proper and normal use for a period of 365 days from date of shipment. Videojet warrants to the Buyer that consumable parts, including, without limitation, filters, focusing lens, lens protectors, mirrors, knives, transport belts, feed rollers, thermal transfer printheads, print rollers and print plattens, shall conform to Videojet's published specifications and will be free of defects in workmanship or material at the time of shipment.

Parts Failure

Should any failure to conform to the warranty appear within 365 days after date of shipment (30 days after date of shipment for consumable parts), Videojet agrees, upon prompt written notification thereof and confirmation that the parts were installed and used in accordance with Videojet's recommendations and published specifications and in accordance with standard industry practice, to repair or replace the defective parts with new or used parts. Videojet shall bear all costs for shipping, replacing and or repairing such defective parts. Videojet's spare parts warranty excludes any damage caused by the use of fluids not manufactured or distributed by Videojet.

Supplies Policy

Videojet warrants to the Buyer that supplies sold to the Buyer will conform to Videojet's specifications and will be free from defects in workmanship or material through the stated "best when used before date" appearing on the container, provided that such supplies are used and stored strictly in accordance with Videojet's specifications.

Supplies Failure

Should any of the supplies sold to the Buyer fail to conform to this warranty, Videojet agrees, upon prompt written notification, to replace such defective supplies. Buyer agrees to return the unused portion of any such defective supplies to Videojet. Videojet agrees, upon verification of claim defects, to bear the cost of shipment of such replacements and returns.

Warranty Disclaimer

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF VIDEOJET, OTHER THAN AN OFFICER OF VIDEOJET, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON WOLKE'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN.

Limitation of Remedies

IN NO CASE SHALL VIDEOJET 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. IN ANY EVENT, VIDEOJET'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY VIDEOJET.