

Products and Services Warranty Statement (as of December 8, 2015)

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FANUC America Corporation – FANUC CNC

General

This Warranty is subject to the FANUC America Corporation – FANUC CNC (“FAC – FANUC CNC”) General Terms and Conditions, attached hereto.

FAC – FANUC CNC warrants to Customer that the particular FAC – FANUC CNC products and services specified herein, during the applicable warranty period specified herein, will (1) be free from defects in material and workmanship and (2) as to products, conform to FAC – FANUC CNC published specifications. Upon the expiration of the warranty period, any such warranty shall terminate. All warranties are limited to North America only.

FAC – FANUC CNC warrants non-FANUC-brand products only to the extent that the manufacturer's warranty allows FAC – FANUC CNC to transfer such manufacturer's warranty to Customer. FAC – FANUC CNC will pass through to Customer any such warranties. Customer's sole remedy for breach of any such warranty shall be the remedy offered by and available from the manufacturer, if any. FAC – FANUC CNC shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-FANUC manufactured products.

ANY NON-STANDARD PRODUCTS PRODUCED BY FAC-FANUC CNC BASED ON CUSTOMER SPECIFICATIONS WILL BE SOLD “AS IS” WITHOUT ANY WARRANTY WHATSOEVER.

THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. FAC – FANUC CNC DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED.

FAC – FANUC CNC RESERVES THE RIGHT TO USE REFURBISHED PARTS FOR BOTH WARRANTY AND NON-WARRANTY REPAIRS.

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Customer's Responsibilities



Prior to requesting that FAC - FANUC CNC provide any warranty services hereunder, Customer shall ensure that the relevant control system and/or other equipment has been properly installed, located, and interconnected. Customer shall allocate sufficient time for the provision of services by FAC - FANUC CNC. Customer shall be invoiced at FAC - FANUC CNC's regular rates for any delays caused by Customer's failure to provide FAC - FANUC CNC proper access to the relevant equipment. Customer shall provide, at its sole expense, machine tool operators and other craft labor and equipment necessary for FAC - FANUC CNC's performance hereunder.

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CNC System Sales

A "CNC" is a computer numerical control system package including hardware, software and firmware elements furnished by FAC - FANUC CNC for use in automatically controlling the operation of machine tools. For purposes of this warranty, a CNC may include such FAC - FANUC CNC products as tape readers, feedback pickup units, servo drive components, and related systems and components. A CNC (and the warranty herein) shall not include any engineering support or services, including without limitation code development, application engineering, CNC integration, servo tuning or other custom or on-site engineering. Consumable parts are also excluded.

The warranty period for CNCs is twenty four (24) months from the date of startup (initial application of electrical power) of the CNC or up to a maximum of thirty (30) months from the date the CNC is shipped by FAC - FANUC CNC, whichever occurs first. Should Customer transfer the CNC (such as by sale, lease, sublicensing, or a combination thereof) to a third party, the Customer and its transferee must notify FAC - FANUC CNC in writing within thirty (30) days for the remainder of the warranty period to be in effect.

This warranty period is two (2) years for both parts (excluding consumable parts) and labor from the date of installation.

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Parts Sales

In all cases, parts returned for credit (other than exchanges accepted by FAC - FANUC CNC) are subject to a 20% restocking fee based on then-current List Price.

The warranty period for parts purchased from FAC - FANUC CNC, excluding consumable parts, is one (1) year following initial shipment of the parts.

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Motor and PCB Repairs

The warranty period for motor and PCB repairs is (1) one year for the specific part replaced only. If a motor or PCB repaired by FAC - FANUC CNC fails during the warranty period due to the failure of a part not replaced by FAC - FANUC CNC during the original repair, Customer is responsible to pay for the cost of replacing the failed part not previously replaced, but FAC - FANUC CNC will provide the labor to perform the repair at no charge to the Customer.

CNC Option Installation

The warranty period for services to install CNC options is ninety (90) days after initial option installation/activation.

Field Service (No Annual or Multi-Year Contact) for Equipment

The warranty period for field service without an FAC - FANUC CNC annual or multi-year service contract is ninety (90) days after the provision of such service. Such warranty shall not include any engineering support or services, including without limitation code development, application engineering, CNC integration, servo tuning or other custom or on-site engineering.

Annual or Multi-Year Service Contracts for Equipment

The service term will be based on purchased service time frames. Options include:

1. Initial Warranty Service – This warranty may be purchased separately or included in the original base price, as agreed by FAC - FANUC CNC in writing. This warranty period is two (2) years for both parts (excluding consumable parts) and labor from the date of installation.
2. Premium Service Contract – This service contract is purchased after the Initial Service Warranty has expired and covers all parts (excluding consumable parts) and labor based on the purchased term of the contract. This is not a warranty but rather a fixed term service contact.
3. Basic Service Contract – This service contract is purchased after the Initial Service Warranty has expired and covers labor and parts excluding – Motors, Keyboards, CRT Displays and consumable parts.

Additional Conditions

CUSTOMER'S RIGHTS UNDER THIS WARRANTY SHALL NOT APPLY IN ANY OF THE FOLLOWING CASES: 1) Negligence of the Customer, its agent or employees, the user products or third



parties; 2) Any equipment or machinery located outside North America; 3) Equipment or machinery which has been relocated from the Equipment Location provided by the Customer; 4) Normal preventative maintenance; 5) Covered equipment or parts which have been subject to abnormal operating conditions, abuse, misuse, improper installation or maintenance or to equipment or parts which have been tampered with, altered, modified or reworked by any one not authorized by FAC - FANUC CNC.

EXCEPT AS PROVIDED HEREIN, ALL SERVICES, PRODUCTS OR GOODS, INCLUDING PARTS (COLLECTIVELY, THE "DELIVERABLE(S)") ARE PROVIDED ON AN "AS IS" BASIS ONLY, NOT SUBJECT TO ANY WARRANTY OR CONDITION WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT.

FAC - FANUC CNC MAKES NO WARRANTY FOR THE SELECTION OR COMPATABILITY OF ANY CNC, SERVO OR OTHER HARDWARE OR SOFTWARE; IT BEING UNDERSTOOD THAT CUSTOMER ALONE IS RESPONSIBLE FOR SUCH SELECTION AND CONFIRMING COMPATABILITY. EXCEPT AS EXPRESSLY AGREED TO BY FAC - FANUC CNC IN WRITING, THIS DISCLAIMER OF WARRANTY SHALL SUPERSEDE ANY EQUIPMENT, PARTS, OR SERVICE OR OTHER WARRANTY OF FAC - FANUC CNC OR ITS PARENT OR AFFILIATED COMPANIES. WITHOUT LIMITATION AS TO THE FOREGOING, THE EXCLUSIVE REMEDIES OF CUSTOMER AND THE MAXIMUM LIABILITY OF FAC - FANUC CNC WITH RESPECT TO ANY ASSERTION THAT ANY DELIVERABLE(S) ARE DEFECTIVE OR NON-CONFORMING, SHALL BE, AT FAC - FANUC CNC'S SOLE ELECTION, (1) REPAIR OR REPLACEMENT OF ANY PARTICULAR DEFECTIVE DELIVERABLE WITHIN THE APPLICABLE WARRANTY PERIOD, OR (2) RETURN OF THE CONTRACT PRICE PAID FOR THE PARTICULAR DEFECTIVE DELIVERABLE(S) PROVIDED UNDER THIS CONTRACT. FAC - FANUC CNC SHALL NOT BE RESPONSIBLE FOR ANY DELIVERABLE(S) WHICH HAVE BEEN SUBJECT TO ABUSE, MISUSE, IMPROPER INSTALLATION OR MAINTENANCE OR DELIVERABLE(S) WHICH HAVE BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED, SERVICED OR REWORKED BY ANY PARTY OTHER THAN FAC - FANUC CNC. IN NO EVENT MAY CUSTOMER ASSERT THAT THE REMEDIES PROVIDED HEREIN ARE INADEQUATE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CUSTOMER DISCLAIMS ANY RELIANCE OR INDUCEMENT BASED UPON ANY LITERATURE, ON-LINE CONTENT OR OTHER WRITTEN OR VERBAL STATEMENT, EXCEPT TO THE EXTENT SUCH STATEMENTS ARE EXPRESSLY SET FORTH IN THIS CONTRACT.

IN NO EVENT SHALL FAC - FANUC CNC, OR ITS PARENT OR AFFILIATED COMPANIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ECONOMIC LOSS, LOSS OF REVENUE OR PROFITS, DAMAGES DUE TO ANY "DOWN TIME" OR BUSINESS INTERRUPTION, INCREASED COST OF OPERATION,



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DAMAGE TO CUSTOMER'S EQUIPMENT OR PROPERTY, SPOILAGE OF MATERIAL, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST TO SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, CLAIMS OF CUSTOMER'S CUSTOMERS, OR DAMAGES OR PENALTIES RESULTING FROM CUSTOMER'S CONTRACTS WITH ITS CUSTOMERS, WHETHER ARISING OUT OF WARRANTY, CONTRACT, INDEMNITY, EQUITY, STRICT LIABILITY OR TORT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR FAULT OF FAC - FANUC CNC, ITS AGENTS OR THE MANUFACTURING AND SELLING PARTIES, AND REGARDLESS OF ANY OTHER LEGAL THEORY UPON WHICH THE CLAIM IS BASED, ANY ASSERTION THAT ANY REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER FAC - FANUC CNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY CUSTOMER SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES, NOR SHALL FAC - FANUC CNC OR ITS PARENT OR AFFILIATED COMPANIES BE LIABLE FOR SUCH DAMAGES. NO CLAIM, ACTION OR CAUSE OF ACTION ARISING OUT OF ANY CLAIMED BREACH HEREOF OR RELATING TO THE DELIVERABLE(S) HEREUNDER MAY BE ASSERTED OR BROUGHT BY CUSTOMER IN ANY FORM WHATSOEVER MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE EVENTS GIVING RISE TO SUCH CLAIM OR CAUSE OF ACTION OCCURS.

Except as provided herein or agreed to in writing by FAC - FANUC CNC, Customer may not transfer or assign any warranty provided herein, and any such unauthorized transfer or assignment shall be deemed void.



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