

PRODUCT WARRANTY

1. Hardware Warranty

- 1.1 e-MSion warrants to Customer the Hardware (including any firmware) according to the terms herein for one (1) year from the completion date of installation (the "Hardware Warranty Period").
- 1.2 Subject to the provisions herein, e-MSion warrants to Customer, that for the duration of the Warranty Period, the Product Hardware will be free from defects in material and workmanship and operate substantially in conformance with specifications when subjected to normal and proper use by properly trained personnel (the "Hardware Warranty").
- 1.3 If Customer notifies e-MSion within the Hardware Warranty Period that the Hardware does not conform to the Hardware Warranty, e-MSion will, at its discretion, repair or replace any part of the Hardware manufactured by e-MSion and found in the reasonable judgement of e-MSion to be defective or non-conforming, provided that (a) Customer promptly notifies e-MSion in writing upon discovery of any defect, which notice shall include the Hardware model and serial number (if applicable) and details of the warranty claim; and (b) e-MSion or approved third party inspects the Hardware, on-site or remotely, before Hardware is uninstalled and returned for repairs.
- 1.4 e-MSion will pay expenses for parts, shipment, and on-site labor associated with reinstallation of the repaired or replacement Hardware component(s) necessary to restore Hardware operation to substantial conformance with Specification. Replacement parts may be new or refurbished, at the discretion of e-MSion. All returned parts shall become the property of e-MSion.
- 1.5 At its discretion, e-MSion may provide a loaner Hardware to Customer for the duration of warranty service.
- 1.6 If e-MSion is unable to repair the Hardware to bring it into conformance with the Hardware Warranty, e-MSion will in its discretion provide a replacement Hardware or refund the purchase fees paid for the Hardware and retain ownership of the defective Hardware.
- 1.7 Any services provided under this Section 1 will be provided in a professional and workmanlike manner. If e-MSion determines that provided Services were deficient, e-MSion will take remedial action to correct the deficiencies at no charge to the Customer.

2. Software

- 2.1 Subject to the provisions herein, e-MSion warrants to Customer that for three (3) months from the date of shipment of the Product or receipt of a license key (whichever is later) (the "Software Warranty Period") the Software will operate substantially in conformance with specifications when subjected to normal and proper use by properly trained personnel (the "Software Warranty"). e-MSion does not warrant that Software will operate

in hardware and software combinations selected by Customer, or meet requirements specified by Customer.

- 2.2 If Customer notifies e-MSion within the Software Warranty Period that the Software does not conform to the Software Warranty, e-MSion will, at its discretion, repair or replace any part of the Software found in the reasonable judgment of e-MSion to be defective or non-conforming, provided that (a) Customer promptly notifies e-MSion in writing upon discovery of any defect, which notice shall include the Product model and serial number (if applicable) and details of the warranty claim; or (b) e-MSion or approved third party inspects the Software on-site or remotely.
- 2.3 If e-MSion is unable to correct the Software to bring it into conformance with the Software Warranty, e-MSion will refund the fees paid for the Software.
- 2.4 Any services provided under this Section 2 will be provided in a professional and workmanlike manner. If e-MSion determines that provided Services were deficient, e-MSion will take remedial action to correct the deficiencies at no charge to the Customer.

3. Warranty Disclaimer

- 3.1 The warranties in Sections 1 and 2 (collectively, the “Product Warranty”) does not cover any Hardware or Software (collectively, the “Product”) that has been subject to misuse, neglect, accident, or event of force majeure, nor does it apply to any damages resulting from (i) normal wear and tear, (ii) improper installation, maintenance, storage, or handling of the Product, (iii) operation or maintenance of Product in a manner contrary to instructions specified in supplied Product user guides, (iv) use of the Product in combination with hardware or software not supplied or approved for use by e-MSion, or (v) causes external to the Product including but not limited to power failure, electrical surges, or water damage. This Product Warranty does not cover any Product that has been altered or modified without prior written approval from e-MSion.
- 3.2 Items that are depleted (i.e., consumed) during normal operation, installation, or maintenance (“Consumable Products”) are expressly excluded from this Product Warranty. Consumable Products may include, but are not limited to, items such as filaments and analytical samples.
- 3.3 Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the Products performed by any person or entity outside of e-MSion without the prior written approval of e-MSion, or any use of replacement parts not supplied by e-MSion or a pre-approved Supplier, shall immediately void and cancel all Product Warranty for affected Products.
- 3.4 e-MSion reserves the right to change the design of any Product without assuming the obligation to modify any previously manufactured Product.

- 3.5 e-MSion further reserves the right, at its option, to extend the Warranty Period if, at the time the Warranty Period would otherwise expire, there are ongoing concerns regarding Product conformance.
- 3.6 e-MSion does not warrant that the operation of Products will be uninterrupted, error free, or will meet Customer requirements. e-MSion assumes no responsibility whether arising in contract (including warranty), tort (including active, passive or imputed negligence, strict liability or product liability) or otherwise for incidental, consequential, or indirect damages including but not limited to loss of use, lost profits or revenue, loss of data, loss or damage to other property or equipment, loss of use of property or equipment, delay, late delivery, loss of time, inconvenience, or any other damages arising from or related to the use or performance of the Product.
- 3.7 The obligations of e-MSion under this Product Warranty are exclusively limited to the repair or replacement of defective or non-conforming Product component parts, and they shall be the sole remedy of Customer in the event of Product defect or non-conformance. Subject to the limitations of liability contained herein, in the event of a failure on the part of e-MSion to meet the Product Warranty as defined above, e-MSion's maximum liability shall be limited to \$120,000, excluding any tax, insurance, or shipping.
- 3.8 Except as provided herein, e-MSion disclaims all other warranties, expressed, implied, oral, or written, with respect to the Products, including but not limited to warranties of MERCHANTABILITY or FITNESS FOR PURPOSE, and all other obligations and liabilities whatsoever of e-MSion whether in contract tort or otherwise for any defect, deficiency, failure, malfunction, or failure to function of any Product, and neither assumes, nor authorizes any other entity to assume for it, any liability in connection with the sale of said Products.

4. Choice of Law.

- 4.1 This Warranty shall be governed by the laws of the State of Oregon excluding its conflict of laws rules and excluding the United Nations Convention for the International Sale of Goods (CISG 1980, Vienna Convention). Customer irrevocably consents to the non-exclusive jurisdiction of the state or federal courts of Oregon for any claim arising from or related to the Product. Customer waives any objection to the convenience of the forum. The parties waive the right to trial by JURY.

5. Miscellaneous

- 5.1 Customer shall not assign or otherwise transfer all or any part of this Warranty without the prior written consent of e-MSion.
- 5.2 If any Section or sub-Section of this Warranty is held by any court or other competent authority to be void or unenforceable in whole or part, the other Sections or sub-Sections of this Warranty and the remainder of the affected provisions shall continue to be valid.
- 5.3 This Warranty constitutes the entire understanding between the parties in respect of the Warranty and shall supersede and override any prior agreement, understanding,

communication or representation whether oral or written and including the terms of any purchase order of the Customer submitted at any time to e-MSion.

- 5.4 The parties acknowledge that this Warranty has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Warranty.
- 5.5 Customer may, from time to time, provide suggestions, comments, input or other feedback related to e-MSion, its products, services, customers, information, data or technology (together, "Feedback"). All Feedback is voluntary and e-MSion will be free to use, disclose, reproduce, license, distribute, incorporate into products and/or services or otherwise exploit or use any Feedback in any manner without any obligation or restriction.

Contact Us

For support, please contact e-MSion at Support@e-msion.com.