

# Lumiworks

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## WARRANTY CERTIFICATE

Lumiworks-Photonics Ltd. ("**Lumiworks**") hereby warrants to the buyer ("**Buyer**") of the product manufactured by Lumiworks ("**Product**"), that for a period of 12 months from date of manufacture (the "**Warranty Period**"), such Product shall be free and clear of defects in design, material and workmanship, subject to the provisions set forth hereinafter:

Lumiworks's sole and exclusive responsibility under this warranty shall be to repair or replace any defective Product ("**Defective Item**"), as Lumiworks shall choose at its sole and absolute discretion, provided that:

- (1) the Buyer notifies Lumiworks in writing of the defect within 30 days of the defect arising, providing full descriptive details of the defect and the manner in which it was discovered; and
- (2) such defect in material or workmanship is discovered within the Warranty Period applicable to the respective Defective Item; and
- (3) the defect was not caused by:
  - (i) misuse of the Product or handling, assembly, disassembly, or storage of the Product other than in compliance with all of Lumiworks's instructions; or
  - (ii) alterations, changes, modifications, repairs and the like to any part of the Product other than by authorized personnel of Lumiworks; or
  - (iii) normal wear and tear of the Product.

Where Lumiworks requires, the Buyer shall promptly send the Defective Item to Lumiworks's named destination. All costs in labor and materials in removing, packaging and transporting (including shipping insurance) the Defective Items, and installation of the replaced items shall be at the sole expense of the Buyer, except that Lumiworks shall bear all costs related to the transportation of the replaced items to Buyer in accordance with the same delivery terms specified in the purchase order for the original Part.

The Buyer hereby agrees and acknowledges that component parts of the Product covered by this warranty may be discontinued or modified at any time without notice provided to it. In such a case, Lumiworks shall substitute the affected components with components that are designated by Lumiworks to be of comparable quality.

Where possible, Lumiworks shall pass on to the Buyer the benefit of any warranties it receives from manufactures of those parts of the Product not manufactured by Lumiworks. Where such warranties may be passed on, Lumiworks, upon written request, will provide the Buyer with copies of the warranty terms so that the Buyer may comply with those terms in order not to invalidate such warranties. Please note that certain items from other suppliers, such as bulbs, lasers, LEDs and some optical filters, have a limited operating life and a consequently shorter warranty period. Lumiworks bears no other responsibility for any parts not manufactured by it.

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The warranty provided herein is provided solely and exclusively to the Buyer to the exclusion of all other parties. The Buyer shall not be entitled to transfer the benefit of the warranty provided herein to any other party, without Lumiworks's prior written consent.

**LIMITATION OF LIABILITY.** THE WARRANTY PROVIDED ABOVE REPRESENTS LUMIWORKS'S ONLY WARRANTY TO THE BUYER WITH RESPECT TO THE PRODUCTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND, BY PURCHASING THE PRODUCTS, THE BUYER HEREBY WAIVES ALL OTHER WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). IN NO EVENT SHALL LUMIWORKS BE LIABLE TO THE BUYER FOR ANY INDIRECT OR CONSEQUENTIAL CLAIMS OR DAMAGES INCLUDING WITHOUT LIMITATION, CLAIMS FOR DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, WHETHER OR NOT LUMIWORKS WAS ADVISED OF THE POSSIBILITY THEREOF. BY PURCHASING THE PRODUCTS HEREUNDER, THE BUYER HEREBY WAIVES ALL RIGHTS, OBLIGATIONS AND WARRANTIES, OTHER THAN THOSE EXPRESSLY STATED HEREIN, AND EXPRESSLY ASSUMES ALL OTHER RISKS AND LIABILITIES.

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