

Extended Warranty Terms & Conditions

Although the term "extended service contract" and "extended warranty" are commonly used interchangeably, an extended service contract is not a warranty. A warranty is provided by a manufacturer and is included in the purchase price of the product. An extended service contract covers repair costs for specific components but is not an extension of the manufacturer's warranty. Please see terms and conditions for full details of coverage, limitations and exclusions.

TRANSFERABILITY:

The Extended Warranty is only valid for the original purchaser and may not be transferred to another person or company. The foregoing warranties also are subject to revocation or modification in Flexible Assembly Systems Inc' sole discretion in the event that Purchaser uses or transfers the goods outside of the country from which they were sold without notice to and written consent from Flexible Assembly Systems Inc. In such event, Flexible Assembly Systems Inc may charge Purchaser, at prevailing prices, for all travel, labor, and parts necessary to service such goods.

RENEWAL: The Extended Warranty, unless mutually agreed to in writing may not be renewed and will expire at the end of its term.

CANCELLATION: Your Extended Warranty may be canceled under the following conditions:

A. **Cancellation by You:** You may cancel at any time. Notify the Flexible Assembly Systems in writing and include Your original Extended Warranty order number. You will receive a refund based on the following: (1) if Your Extended Warranty and cancellation notice are received within thirty (30) days of the purchase date, You will be refunded the full Extended Warranty Price, less any claims. No refunds or credits will be provided on the Extended Warranty after 30 days of the purchase date.

B. **Cancellation by Us:** We may cancel this Extended Warranty at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of the Extended Warranty by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded a pro-rated Extended Warranty Price, less any claims paid, except as otherwise required by law. If this Extended Warranty was inadvertently sold to You on a Product, which was not intended to be covered by this Service Plan, We will cancel this Extended Warranty and return the full Extended Warranty Price to You.

WHAT IS COVERED:

This Extended Warranty covers parts and labor costs and/or materials and repairs necessary to return Your Product to normal working condition, due to damage resulting from a Mechanical and/or Electrical Failure. This Extended Warranty covers only Products used for business purposes. Incidents beyond the scope of the terms and conditions for this Extended Warranty are captured below in the section entitled EXCLUSIONS.

EXCLUSIONS:

Your Extended Warranty does not cover:

- A. Products older than 12 months of age, refurbished products, products sold "as is;"

- B. Service required as a result of any moving or alteration of product or unauthorized repairs made by anyone other than Flexible Assembly Systems Authorized Service Facility, or the use of parts or supplies other than those recommended by the manufacturer;
- C. Damage and/or other product failure due to causes beyond Flexible Assembly Systems' control including operator negligence, failure to maintain or place the product according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, inadequate power supply, wiring, improper installation, unusual atmospheric conditions, acts of war or acts of God;
- D. Service necessary because of improper storage, and reconfiguration of product
- E. Consumable and expendable items that can be easily replaced by You;
- F. Any repair covered by the original manufacturer's warranty or initiated by the manufacturer or recall program, whether the manufacturer is in business or not;
- G. Repair or replacement caused by defects that existed prior to this Extended Warranty purchase and known by You;
- H. Normal, periodic or preventative maintenance;
- I. Upgraded, retrofit, or unapproved components;
- J. Upgrades to comply with regulatory laws;
- K. Products with original serial numbers that have been removed, altered or cannot be readily determined;
- L. Loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your Product
- M. Shipping damage to products resulting from inadequate packaging by You; and
- N. T. Failures due to accidents

CLAIM FULFILLMENT:

We reserve the right to fulfill Your claim using any of the three (3) options described below:

- **On-site Service:** On-site service will be provided on Your Product and repairs will be performed at facility. A supervisor must be present at the location where the On-Site service will be performed. If a basic component (grip, cable, sleeve, strain relief, etc) needs to be replaced, We, at Our discretion, may elect to ship the replacement part for self-installation by You.
- **Service Center Repair:** We will provide a prepaid mailing label and You will be responsible for shipping the Product to Our Authorized Service Facility. The repaired Product will be returned to You once repairs have been completed. If the Authorized Service Facility determines the item is in working condition or is not covered by Your Service Plan, You will be responsible for paying return shipping charges for Your Product.
- **Replacement:** We have the option, at Our sole discretion, to replace Your Product with a product of like kind and quality, cash settlement, or gift card based on the price of a replacement product of similar features and functionality, not exceeding the original retail cost of the Product. We also have the option to ship a replacement product to You, with instructions and a pre-paid mailing label for You to deliver Your original Product to Our Authorized Service Facility. Replacement of Your Product, or issuance of a cash settlement or gift card, will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law. You may be required to return the original Product to Us prior to the issuance of a product of like kind and quality, cash settlement, or gift card.

Backup Tools:

Flexible Assembly Systems will do its best to expedite Your Extended Warranty claim but we do not offer a backup or immediate replacement while your claim is in process, out for service, under repair, or is being replaced.

Limit of Liability

Flexible assembly systems inc sole and exclusive liability hereunder shall be to repair or replace goods or parts thereof found to be defective within the warranty period. in no event shall flexible assembly systems inc be liable to purchaser for incidental or consequential damages whether in contract, tort, or otherwise, including but not limited to damages related to loss of profits or revenue, loss of use of the goods or any associated equipment, cost of substitute goods, downtime costs, or other damages to purchaser or its customers.

Force Majeure

Neither Flexible Assembly Systems Inc nor Purchaser shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, act of government or insurrections, fires, floods, tornadoes, strikes (including labor trouble or other industrial disturbance), war, acts of terrorism, embargoes or blockades, legal restrictions, or power, communication, satellite or network failures.

Compliance with Laws

Purchaser will comply with any and all laws and regulations applicable to the use, transportation, re-sale or export of the goods, services and/or technology provided by Flexible Assembly Systems Inc, and acknowledges that export or re-export of such items may require that Purchaser obtain an export license from the appropriate authority.

Disputes.

You and Flexible Assembly Systems Inc each agree that, except as otherwise noted below, any dispute or claim arising out of or relating in any way to these Terms, or to any products or services sold or distributed by Flexible Assembly Systems Inc, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery, installation, and any communication, by whatever means, between you and Flexible Assembly Systems Inc, will be resolved by binding, individual arbitration, rather than in court.

BY AGREEING TO ARBITRATION, YOU AND FLEXIBLE ASSEMBLY SYSTEMS INC UNDERSTAND THAT EACH IS AGREEING TO WAIVE ITS RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver provision is

invalid or unenforceable may be determined only by a court and not by an arbitrator. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

Choice of Law and Jurisdiction

These terms and conditions shall be construed according to the law of, and any dispute shall be decided in, the State of California.