These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.


(a) Buyer shall inspect the Goods within two (2) days of receipt ("Inspection Period") of each delivery of Goods if Buyer is not cancelling the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as is required by Seller. If Buyer fails to inspect the Goods or give Buyer written notice of the following: (i) product shipped is different than identified in Buyer's Acknowledgement; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer fails to inspect the Goods within the Inspection Period that require field installation, the "re-verification" terms in the Acknowledgement shall apply and for custom installations, the inspection and verification shall take place at Buyer's site immediately after the installation is completed.


(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published catalogue literature in force as of the date of the Sales Quotation. However, the Prices shown in such catalogue literature shall not be cancelable by Buyer unless Buyer has, in good faith, estimated the quantity to be purchased and communicated such quantities to Seller. The prices set forth in the Acknowledgement are Seller's full and complete price and a final and binding price for all Goods. Any payment terms other than cash with delivery must be identified in the Acknowledgement. Notwithstanding anything herein to the contrary, all Sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Payment Terms.

(a) If Buyer does not otherwise provide written notice to Seller that it approves credit terms for Buyer, the payment must be made in cash with order or C.O.D. in US dollars. If Buyer has approved credit terms, the payment must be made in accordance with the approved credit terms for Buyer, the payment must be made in cash, with order, wire transfer of immediately available funds, or check in US dollars. Certain products require a down payment. Any payment terms other than set forth above will be identified in the Acknowledgement. Notwithstanding anything herein to the contrary, all payments must be made in accordance with the payment terms in the Acknowledgement. Unless otherwise provided in the Acknowledgement, Buyer will be deemed to have accepted the Goods unless Buyer provides written notice that the Goods are Nonconforming Goods and that the nonconformance did not result from negligence or the failure to meet required delivery schedules. Unless specifically stated to the contrary in the Sales Quotation, quoted Prices and discounts are firm for thirty (30) days from the date of the Sales Quotation. If Buyer fails to purchase all of the Goods identified in the Sales Quotation within the thirty (30) day period, the Prices are increased at Seller's sole discretion.

(b) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) and Section 7(b) are Buyer's exclusive remedies for any Nonconforming Goods. Except as provided under Section 7(a) and Section 14, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.


(a) Seller retains title and all other property rights, including ownership of the Software and replacements or modifications thereof, as well as all proceeds (including licenses, assignments, and cessations) of any such licenses, assignments, and cessations. The sale of rights, licenses, assignments, and cessations of the Goods hereunder constitutes a purchase money security interest under the California Commercial Code.

11. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.


(a) Buyer shall inspect the Goods within two (2) days of receipt ("Inspection Period") of each delivery of Goods if Buyer is not cancelling the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as is required by Seller. If Buyer fails to inspect the Goods or give Buyer written notice of the following: (i) product shipped is different than identified in Buyer's Acknowledgement; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer fails to inspect the Goods within the Inspection Period that require field installation, the "re-verification" terms in the Acknowledgement shall apply and for custom installations, the inspection and verification shall take place at Buyer's site immediately after the installation is completed.

(b) These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.


(a) Buyer shall inspect the Goods within two (2) days of receipt ("Inspection Period") of each delivery of Goods if Buyer is not cancelling the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as is required by Seller. If Buyer fails to inspect the Goods or give Buyer written notice of the following: (i) product shipped is different than identified in Buyer's Acknowledgement; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer fails to inspect the Goods within the Inspection Period that require field installation, the "re-verification" terms in the Acknowledgement shall apply and for custom installations, the inspection and verification shall take place at Buyer's site immediately after the installation is completed.

(b) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) and Section 7(b) are Buyer's exclusive remedies for any Nonconforming Goods. Except as provided under Section 7(a) and Section 14, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

14. Payment Terms.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published catalogue literature in force as of the date of the Sales Quotation. However, the Prices shown in such catalogue literature shall not be cancelable by Buyer unless Buyer has, in good faith, estimated the quantity to be purchased and communicated such quantities to Seller. The prices set forth in the Acknowledgement are Seller's full and complete price and a final and binding price for all Goods. Any payment terms other than cash with delivery must be identified in the Acknowledgement. Notwithstanding anything herein to the contrary, all Sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

(b) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) and Section 7(b) are Buyer's exclusive remedies for any Nonconforming Goods. Except as provided under Section 7(a) and Section 14, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
which such Software is contained and in accordance with any applicable user documentation provided with such Goods and subject to the provisions of this Agreement. Certain of Seller's Goods may include third party software such as operating systems, device drivers, and applications software. Licenses to such third party software are subject to the terms and conditions of any applicable third party software license agreements. Unless identified in the Acknowledgement, no license is granted hereunder, and Buyer shall immediately discontinue the use of such Software and all source code therefor, if any, with respect to any such third party software that may accompany the Goods or otherwise and such Software is explicitly included in the definition of 'Third Party Products' below.

(b) Seller shall not copy, modify, or disassemble, or permit others to copy, modify, or disassemble, the Software, nor may Buyer modify, adapt, translate, or make derivative or other copies of, or otherwise attempt to derive source code from the Software. Buyer shall not transfer possession of the Software except as part of, or with, the Goods, and such each transfer shall be made at Buyer's sole expense. In the event of any transfer hereof, loan, assign or otherwise transfer the Software or documentation, and Buyer shall retain on all copies of the Software and documentation all copyright notices or other property rights in the Software and documentation. Seller may terminate this license upon written notice for any violation of any of the terms of this license or any material breach of any provision of this Agreement. Buyer shall immediately discontinue the use of the Software upon any termination of this license or Agreement. This license shall terminate upon any termination of the Agreement.

(c) All patents, trademarks, copyrights or other intellectual property rights embodied in the Goods, including without limitation the Software, are owned by Seller and its licensors. Seller and its licensors retain all right, title and interest in such intellectual property rights. Except as expressly set forth herein, no Seller rights or a period of time, or any interest therein, if not expressly granted or otherwise transferred to Buyer or Buyer's assigns, under this Agreement. The Software, and all Software inventions, whether patented or not, are identified in Exhibit A. The Buyer and Seller agree that the Software and all Software inventions, whether patented or not, as well as the Software and all Software inventions, whether patented or not, shall be transferred to Buyer for use in accordance with the terms of this Agreement. All other rights not expressly granted to Buyer are reserved by Seller and its licensors. Buyer shall not use the Software for any purpose other than the use of the Goods. Buyer shall not disclose, transfer, modify, or decrypt the Software or Software Services, or use, reproduce, derive or create derivative works from, such Software or Software Services without prior written consent of Seller. Buyer shall not copy, reverse assemble, decompile, or disassemble the Software or any portion thereof. Buyer shall not loan, sell, rent, disclose, or otherwise transfer the Software or Software Services, or any portion thereof, to any third party. The Software and all Software inventions, whether patented or not, shall be transferred to Buyer for use in accordance with the terms of this Agreement. All other rights not expressly granted to Buyer are reserved by Seller and its licensors. Buyer shall not use the Software for any purpose other than the use of the Goods. Buyer shall not disclose, transfer, modify, or decrypt the Software or Software Services, or use, reproduce, derive or create derivative works from, such Software or Software Services without prior written consent of Seller. Buyer shall not copy, reverse assemble, decompile, or disassemble the Software or any portion thereof. Buyer shall not loan, sell, rent, disclose, or otherwise transfer the Software or Software Services, or any portion thereof, to any third party.
15. Compliance with Law and Indemnification. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it requires to conduct this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Goods, Seller, or any subsequent owner, may not be shipped by Buyer without obtaining necessary export controls. Buyer shall, and shall cause its customers to, obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, regulations, and requirements applicable to government and other competent authorities. Buyer will indemnify and hold Seller harmless for any violation or alleged violation by Buyer of any such export laws or other export laws. Buyer shall only re-export, directly or indirectly, separately or as part of any system, the Goods or any technical data (including processes and Services) received from Seller in accordance with the terms and conditions of any government, including without limitation, the U.S. government. Buyer also certifies that none of the Goods or technical data supplied by Seller under this Agreement is for re-export, directly or indirectly, separately or as part of any system, by or for any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology. No Buyer or its assigns shall be deemed "technical data" unless Buyer or its assigns can identify to Seller in writing the benefit of creating or producing Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes an export or import condition, duty or any other penalty on Goods. For all international shipments, Seller requires that all export Control documentations, including Bill BIS-T71 Statement by Ultimate Consignee and Purchases, are submitted by Buyer along with the purchase order. Seller reserves the right to postpone shipment until all documentations are completed and submitted to Seller. Seller will not be responsible for shipment delays due to non-compliance by Buyer of the foregoing two sentences.

16. Termination. In addition to any remedies that may be provided under the terms of this Agreement, either party may terminate this Agreement by giving written notice to the other party, but any such notice shall not affect the effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount which due under this Agreement and such failure continues for ten (10) days after Buyer receives written notice from Seller of Buyer’s failure to pay such amount, (ii) performs or complies with any of these Terms, in whole or in part; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, bankruptcy, or winding up, (1) the benefit of creditors, or (2) the benefit of creating or producing Goods requiring any government import clearance.

17. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No waiver by Seller or Buyer, whether oral, telephone, facsimile, or written, to exercise any right, remedy, power or privilege arising from this Agreement or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege will prevent or bars any other exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed and/or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. Seller's remedies under Section 18 are independent of any other remedies provided by law or this Agreement. In any event, Seller is entitled to: (a) in the public domain through no fault of Buyer; (b) known to Buyer at the time of disclosure without restriction as evidenced by its records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Assignment. Buyer’s assignment of any of its rights or obligations under this Agreement without the written consent of Seller may void the assignment. No assignment or delegation by Buyer, nor be deemed to have default or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent that the failure or delay was caused by circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasions, occupations, whether war or not, or threats or acts of war, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not a part of the labor force in fact engaged in such strike or other labor dispute is engaged), failure of carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (each a “Force Majeure Event”), provided Buyer, if the question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

20. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between Seller and Buyer. No agent of Seller or Buyer will have authority to act for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under this Agreement.

23. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

24. Dispute Resolution.

(a) If Buyer is an entity formed under the laws of the United States of America, or any of its states, districts or territories ("U.S. Law"), then any dispute, legal suit, action or proceeding arising out of or relating to this Agreement shall be adjudicated and decided in the federal courts of the United States of America or the courts of the State of California in each case in accordance with U.S. Law and the ICC's Rules of Arbitration (the "Arbitration Rules"). All such disputes shall be finally settled under the Arbitration Rules of the ICC and shall be finally settled in accordance with said rules. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator, who shall act as presiding arbitrator. Notwithstanding the foregoing, if the matter under dispute is $500,000 or less, there shall only be one arbitrator who shall be mutually selected by both parties. If the party-selected arbitrators are unable to agree upon the third arbitrator, if either party fails to select an arbitrator, or in the case that only one arbitrator is required and the parties are unable to agree, then the International Court of Arbitration (the "Arbitration Court") shall be used in the arbitral proceeding shall be English. The arbitrator(s) shall have no authority to issue an award that is in contravention to the express terms of this Agreement or the laws of the State of California or applicable Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator(s) shall be selected for the arbitral proceedings without being disqualified under the ICC’s Code of Ethics. All decisions and orders made by an arbitrator(s) shall be final and binding on the parties to the extent permitted by law and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under this Agreement.

(b) If Buyer is an entity formed under the laws of any country, state, district or territory other than U.S. Law, then the parties irrevocably agree that any dispute, legal suit, action or proceeding arising out of or relating to this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce ("ICC") and shall be finally settled under the Rules of Arbitration of the ICC. The place and location of the arbitration shall be in Los Angeles, California, pursuant to the ICC's Rules of Arbitration and shall be finally settled in accordance with said rules. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator, who shall act as presiding arbitrator. Notwithstanding the foregoing, if the matter under dispute is $500,000 or less, there shall only be one arbitrator who shall be mutually selected by both parties. If the party-selected arbitrators are unable to agree upon the third arbitrator, if either party fails to select an arbitrator, or in the case that only one arbitrator is required and the parties are unable to agree, then the International Court of Arbitration (the "Arbitration Court") shall be used in the arbitral proceeding shall be English. The arbitrator(s) shall have no authority to issue an award that is in contravention to the express terms of this Agreement or the laws of the State of California or applicable Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator(s) shall be selected for the arbitral proceedings without being disqualified under the ICC’s Code of Ethics. All decisions and orders made by an arbitrator(s) shall be final and binding on the parties to the extent permitted by law and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under this Agreement.

25. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Acknowledgement or to such other address that may be designated by the receiving party in accordance with this Agreement. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, (b) upon confirmation of delivery by nationally recognized overnight courier (with all fees pre-paid) or upon forty-eight (48) hours after being sent by certified or registered mail (as applicable), and (b) if the party giving the Notice has complied with the requirements of this Section 25.

26. Severability. If any term or provision of this Agreement is invalid, it shall not affect the validity of any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Dispute Resolution, Survival, and the restrictions on Software in Sections 10(b), (c) and (d).
LIMITED WARRANTY

EXCEPT FOR THE WARRANTY SET FORTH BELOW IN THIS EXHIBIT A, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS (INCLUDING ANY SOFTWARE) OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Warranty Period: The Warranty Period for Specialty Products is for one (1) year, and the Warranty Period for laser welders and laser markers is two (2) years (unlimited hours), and the Warranty Period for the laser pump diodes or modules is two (2) years or 10,000 click hours, whichever occurs first (as applicable, the ‘Warranty Period’). The Warranty Period begins as follows: (i) on orders for Goods purchased directly by Buyer, upon installation at Buyer’s site or thirty (30) days after the date of shipment, whichever occurs first; or (ii) on equipment purchased by a Buyer that is an OEM or systems integrators, upon installation at the end user’s site or six (6) months after the date of shipment, whichever occurs first.

Acceptance Tests: Acceptance Tests (when required) shall be conducted at Amada Miyachi America, Inc., Monrovia, CA, USA (the “Testing Site”) unless otherwise mutually agreed in writing prior to issuance or acceptance of an Acknowledgement. Acceptance Tests shall consist of a final visual inspection and a functional test of all laser, workstation, enclosure, motion and accessory hardware. Acceptance Tests shall include electrical, mechanical, optical, beam delivery, and software items deliverable under the terms of the Acknowledgement. Terms and conditions for Additional Acceptance Tests either at Seller’s or Buyer’s facility shall be mutually agreed in writing prior to issuance or acceptance of the Acknowledgement.

Performance Warranty: The system is warranted to pass the identical performance criteria at Buyer’s site as demonstrated during final Acceptance Testing at the Testing Site during the Warranty Period, as provided in the Acknowledgement. Seller explicitly disclaims any responsibility for the process results of the laser processing (welding, marking, drilling, cutting, etc.) operations.

Exclusions: Seller makes no warranty, express or implied, with respect to the design or operation of any system in which any Seller’s product sold hereunder is a component.

Limitations: The limited warranty set forth on this Exhibit A does not cover loss, damage, or defects resulting from transportation to Buyer’s facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the equipment, or improper site preparation and maintenance. Installation and commissioning by Seller-trained and certified personnel is required for Nd:YAG and Vanadate (A Series and LMV series) lasers prior to operation. For Nd:YAG and vanadate lasers, commissioning by Seller-trained and certified personnel is also required prior to their being relocated from the initial installation location. This warranty also does not cover damage from misuse, accident, fire or other causes of failures caused by modifications to any part of the equipment or unauthorized entry to those portions of the laser which are stated. Furthermore, Seller shall not be liable for a breach of the warranty set forth in this Exhibit A if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of Seller; or (iv) repairs or modifications are made by persons other than Seller’s own service personnel, or an authorized representative’s personnel, unless such repairs are made with the written consent of Seller in accordance with procedures outlined by Seller.

Seller further warrants that all Services performed by Seller’s employees will be performed in a good and workmanlike manner. Seller’s sole liability under the foregoing warranty is limited to the obligation to re-perform, at Seller’s cost, any such Services not so performed, within a reasonable amount of time following receipt of written notice from Buyer of such breach, provided that Buyer must inform Seller of any such breach within ten (10) days of the date of performance of such Services.

Seller shall not be liable for a breach of the warranty set forth in this Exhibit A unless: (i) Buyer gives written notice of the defect or non-compliance covered by the warranty, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect or non-compliance and such notice is received by Seller during the Warranty Period; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and (a) Buyer returns such Goods to Seller’s place of business at Buyer’s cost (prepaid and insured); or (b) in the case of custom systems, Seller dispatches a field service provider to Buyer’s location at Buyer’s expense, for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods are defective or non-compliant and the defect or non-compliance developed under normal and proper use.

All consumable, optical fibers, and expendables such as electrodes are warranted only for defect in material and workmanship which are apparent upon receipt by Buyer. The foregoing warranty is negated after the initial use. No warranty made hereunder shall extend to any product whose serial number is altered, defaced, or removed.

Remedies: With respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: repair such Goods (or the defective part). THE REMEDIES SET FORTH IN THE FOREGOING SENTENCE SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS EXHIBIT A. Representations and warranties made by any person, including representatives of Seller, which are inconsistent or in conflict with the terms of this warranty, as set forth above, shall not be binding upon Seller. Products manufactured by a third party and third party software (“Third Party Product”) may constitute, contain, be incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in this Exhibit A. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding the foregoing, in the event of the failure of any Third Party Product, Seller will assist (within reason) Buyer (at Buyer’s sole expense) in obtaining, from the respective third party, any (if any) adjustment that is available under such third party’s warranty.