



## **LIMITED WARRANTY FOR MATRIX™ AUTOMATIC DISPENSING MACHINE**

1. This Limited Warranty ("**Warranty**") is given by IMC International Metalworking Companies B.V. with registered office at Zwolleweg 6, 2803 PS, Gouda, the Netherlands, operating through its Commodity & Tool Management Services Division and/or by its designated affiliates and/or parties authorized by it in writing (hereinafter, all collectively and each severally - "**CTMS**"), as manufacturer and/or dealer of the automatic dispensing machine known as MATRIX™ (the "**Product**"), to the customer contracting CTMS in respect of the Product ("**Customer**").

This Warranty shall apply, on the terms specified herein, to any contract, including, but not limited to, contracts of sale, lease, license, placement or services, the subject matter of which is the provision of the Product by CTMS to Customer, unless otherwise specifically agreed in writing between the said parties.

2. CTMS warrants the Product to be free of defects in material and workmanship and to conform to the applicable CTMS' specifications, for a period of 12 months commencing on the date of delivery of the Product to Customer (the "**Warranty Period**").
3. During the Warranty Period, CTMS shall, at its option and sole discretion, either repair, replace or grant credit for, any Product and any component thereof which are determined by it to be defective pursuant to Section 2 above, at no additional charge to Customer, and subject to the entire terms and conditions set forth herein.
4. This Warranty does NOT cover any damage to the Product resulting from accident or disaster, misuse, abuse, neglect or improper maintenance, modification or alteration and attempted unauthorized repairs by Customer or any third party as well as any other damage sustained due to causes beyond the reasonable control of CTMS.
5. This Warranty shall not apply in the event Customer fails to pay for the Product in full and/or on a timely basis as set out in any sale, license, lease, placement or services agreement, or any other legal instrument which has been executed by CTMS and Customer, including, without limitation, invoices issued by CTMS or its local authorized agent to Customer from time to time.
6. Warranty service may be obtained by returning the defective Product or any component thereof during the Warranty Period to CTMS or its local authorized agent with proof of purchase and date of delivery. Any and all repairs shall be carried out, and this Warranty shall accordingly cover only such repairs, at the premises of CTMS and/or its local authorized agent. However, CTMS strongly recommends Customer to obtain preliminary support from CTMS by e-mail and/or telephone *prior* to returning the Product to CTMS.
7. In case Customer desires to exercise its right under this Warranty, Customer shall, at his own and exclusive expense, place the Product at CTMS' local authorized vendor premises for inspection, and repair or replacement if necessary. Customer shall bear all costs associated with the transportation of the Product from Customer's premises to CTMS' local authorized agent's premises and back to Customer's premises once inspection and where required - repair or replacement, have been performed by CTMS.
8. CTMS retains the right to examine and inspect the Product once received from the Customer in



order to determine, *inter alia*, the cause of the alleged defect, and whether this Warranty applies.

9. Replacement parts will be furnished on an exchange basis and may be either reconditioned or new. All defective parts which were replaced hereunder shall become the property of CTMS.
10. THIS WARRANTY IS THE ONLY WARRANTY OFFERED BY CTMS AND IS IN LIEU OF ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED.

ANYTHING STATED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT WILL CTMS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANY PROFIT, BUSINESS, PRODUCTION OR REVENUE), NOR FOR INJURY TO PERSON OR PROPERTY, ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, EVEN IF CTMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

11. This Warranty, including any and all undertakings, guarantees or assurances provided herein by CTMS, is specifically limited to Customer, and not imputed by CTMS, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Customer.
12. All terms and conditions of this Warranty are subject to the relevant law applicable in the jurisdiction in which the Product was purchased, unless otherwise agreed by the parties in writing. If any provision hereof is declared by any competent legal authority to be invalid or unenforceable for any reason under applicable law, then such provision shall be reformed to the extent necessary to make it valid and enforceable under that law. Every provision hereinabove is intended to be severable and, if any term or provision hereof is determined to be illegal, invalid or unenforceable for any reason whatsoever and cannot be reformed so as to be legal, valid and enforceable, such provision shall be deemed severed herefrom and the illegality, invalidity or unenforceability of such provision shall not affect the legality, validity and enforceability of the remainder of this Limited Warranty.