



MATRIX Limited Warranty Note

- 1 IMC International Metalworking Companies B.V. with its registered address at Postbus 198, 2800 AD Gouda, Netherlands operating through its Commodity & Tool Management Services Division (CTMS), warrants this automatic dispensing machine known as **MATRIX™** ("Product") to be free of defects in material and workmanship for a period of 12 months commencing from the date of delivery of the Product ("Limited Warranty").

During the Limited Warranty, CTMS will at its option, repair or replace defects in the Product or its components at no additional charge to the original buyer of the Product ("Customer") except as stated below.
- 2 This Limited Warranty does not include:
 - Damage to Product resulting from accident or disaster, misuse, or abuse, modification or alteration, and attempted unauthorized repairs; or
 - Shipping charges related to the return of defective parts to CTMS or its local authorized agent or the vendor of the Product; or
 - Shipments lost or damaged in transit after the date of delivery of the product where the Product or its components are not shipped in original packaging or packaging deemed equivalent by CTMS; or
 - Costs to CTMS or its local authorized agent to service or repair the product on site at the Customer.
- 3 Limited Warranty service may be obtained by returning the defective Product or component during the Limited Warranty period to CTMS or its local authorized agent with proof of purchase and date of delivery. CTMS recommends the Customer first utilize support from CTMS by E-mail and/or telephone support before returning the Product to CTMS.
- 4 In case of a request by Customer to exercise Customer's right under this Limited Warranty, the Customer shall, at his own and exclusive expense, place the Product at CTMS's local authorized vendor premises for inspection, and repair or replacement if necessary. Customer shall bear and pay for all costs relating to transportation of the Product from Customer's premises to CTMS's local authorized agent's premises and back to Customer's premises once inspection and where required repair or replacement have been performed by CTMS.
- 5 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 problem, and whether this Limited Warranty applies.
- 6 Any and all repairs shall be carried out at the premises of CTMS and/or its local authorized agent. Customer's exclusive remedy under this Limited Warranty and/or under the contract of sale or lease or license, is limited to repair or replacement of the defect covered by this Limited Warranty and not to any other remedy, whether pecuniary or other.
- 7 CTMS, will, at its option, repair or replace this Product at no additional charge to the Customer; provided that the defect is within the scope of this Limited Warranty. Replacement parts will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts become the property of CTMS.
- 8 In no event will CTMS be liable for any damages, including lost profits, lost business, lost savings, downtime, or delay, labor, repair or material cost, injury to person or property, or other incidental or consequential damages 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.
- 9 This Limited Warranty is the only warranty offered by CTMS and is in lieu of any implied warranties, including implied warranty of merchantability and fitness for a particular purpose. CTMS reserves the right to waive its warranty policy if the Customer fails to pay for the Product in full and/or on a timely basis as set out on the face of the sale, license, lease or service invoices issued by CTMS or its local authorized agent to Customer from time to time.
- 10 All terms and conditions of this Limited Warranty and Limitation of Liability are subject to the relevant law applicable in the country where the Product was purchased. If any provision hereof is declared by an authorized jurisdiction body to be invalid or unenforceable for any reason under the 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.



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- 5.4 Error Corrections and Updates. During the term of this Agreement IMC may provide Licensee with error corrections, bug fixes, patches or other updates to the software all of which are and will be the sole property of IMC.

6 CONFIDENTIALITY

- 6.1 Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of IMC, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.
- 6.2 Maintenance of Confidential Information. Licensee agrees to keep confidential all confidential information in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient,

subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

- 6.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software or copies thereof will (i) substantially diminish the value to IMC of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render IMC's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, IMC shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 6.4 Survival. Licensee's obligations under this Article 6 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

7 NO WARRANTIES

No Warranty. The software and any other materials accessible hereunder are provided to you on an "as is" basis. You assume all responsibilities for selection of the software to achieve your intended results, and for the installation of, use of, and results obtained from the software. To the maximum extent permitted by applicable law, licensor disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability, quality, accuracy and fitness for licensee's purpose with respect to the software and the code. There is no warranty against interference with the enjoyment of the software, or against infringement. There is no warranty that the software, or our efforts will fulfill any of your particular purposes or needs.

8 LIMITATION OF LIABILITY

Under no circumstances will Licensor be liable for any consequential, special, indirect, incidental or punitive damages whatsoever (including, without limitation, damages for loss of business profits, consequential damages for personal injury business interruption, loss of business information, loss of data or other such pecuniary loss) arising



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out of the use or inability to use the Software, even if Licensor has been advised of the possibility of such damages. In no event shall Licensor's aggregate liability for damages arising out of this agreement exceed the fees paid by Licensee for Software.

9 DEFAULT AND TERMINATION

- 9.1 Events of Default. This Agreement may be terminated by the non defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 6 (Confidentiality) or makes an assignment in violation of Section 11 (Non-assignability).
- 9.2 Effective Date of Termination. Termination due to a material breach of Articles 1 (Grant of Rights), 3 (Copies), 5 (Protection of Software), or 6 (Confidentiality) shall be effective on giving of written notice. In all other cases, termination shall be effective thirty (30) days after giving a notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 9.3 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to IMC all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

10 NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

11 NON-ASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of IMC.

12 GOVERNING LAW; JURISDICTION AND VENUE

The laws of the country where MATRIX is sold to the Licensee shall govern this Agreement. Any

dispute in connection with any action arising under this Agreement, between Licensee and Licensor, shall be subject to the jurisdiction of the courts nearest to the registered offices of the Licensor.

13 SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14 MISCELLANEOUS

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.