



Vastex Limited Warranty

Doc #01-00-005E

(1.) Vastex ("seller") warranty applies only to the original equipment owner ("buyer"), who holds a copy of the original invoice and is the original end user of the equipment in question, new equipment manufactured by seller against manufacturer defects in materials or workmanship for the warranty period outlined below. **A manufacturer defect is any premature failure in materials or workmanship that manifests itself during the Warranty Period which prevents the intended use and operation of a piece of machinery.**

All machine and parts warranties begin from the date of shipment to the buyer and will only apply to buyers who have paid in full (and if purchased through a dealer, the dealer must have paid the seller in full for the equipment). This warranty is not transferable to anyone who subsequently purchases or obtains the equipment.

(2.) Warranty periods are as follows:

V2000HD Presses:

Twenty-Five (25) years. (Effective 07/2001).

V10 and V100 Presses, PTF-100, C-100, E20 Exposure Units, EXH Exhaust Hoods and CABX Cooling Air Bars:

One (1) year.

All machines not listed above and manufactured by Vastex:

Three (3) years.

Infrared Heaters installed by Vastex in a new Conveyor or Flash Dryer:

Fifteen (15) years. (Effective 01/02/2012) .

LED Light Bars installed by Vastex in a new Exposure Unit:

Five (5) years.

Replacement Parts:

Three (3) years on Infrared Heaters, three (3) years on LED Light Bars and one (1) year on all other parts or until the remainder of the original warranty expires, whichever is longer.

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Exceptions and additions to the above are: Rubber Blankets and the Glass on Exposure Units, which are particularly subject to wear while in use and are covered for 60 days from date of receiving. This warranty does not cover expendable parts such as but is not limited to filters, fuses, belts (conveyor or otherwise), motor brushes, metal tabs and threaded items such as knobs.

For equipment purchased through Vastex dealers, the dealer must certify to Vastex the sale before a warranty claim can be honored. All equipment is thoroughly tested and inspected before packaging. This warranty absolutely does not cover cosmetic blemishes or other minor damage that occurs during shipment that does not affect the functionality of the equipment.

(3.) The ultimate responsibility to identify a defective part lies with the buyer. Vastex provides remote phone or email technical support to help identify the problem with the buyer or a representative of the buyer onsite. In the event a Vastex support person determines without doubt that a part is defective through no fault of the buyer, that part will be sent at no charge to the buyer within the first 12 months of the warranty period. The shipping method will be lowest cost option, with any additional shipping costs being the responsibility of the buyer. After 12 months, it is the responsibility of the buyer to determine the shipping method and pay the shipping cost.

If there is any doubt and the Vastex support person cannot determine the exact cause or what part is defective, the buyer must purchase any replacement parts. Once a defective part is returned to Vastex, if the failure is deemed a manufacturer's defect, a refund will be issued to the buyer.

Any parts being sent back for refund or warranty must be received within 30 days of the issued RGA (Return Goods Authorization). After the 30 days expiration, the RGA is cancelled without notice, and no refund will be issued.

Vastex may request the defective part, even if fully covered by warranty, needs to be returned to acquire a refund from the parts manufacturer. An RGA and call tag for return shipping will be sent to the buyer. In the event the item is not returned, Vastex reserves the right to charge the buyer the replacement cost of that item.

Vastex reserves the right to choose whether to repair, instead of replace defective parts covered by this warranty.

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(4.) Except as otherwise provided herein, the equipment is being sold "as-is." Final determination of the suitability of the equipment for the use contemplated by the buyer is the sole responsibility of buyer, and seller shall have no responsibility in connection with the suitability. Seller shall not be responsible for repair or replacement of items which have been subject to neglect, accident, or improper use, or which have been altered by other than personnel authorized by seller. Also, Seller shall not be responsible for damages or injuries caused as a result of incorrectly assembled parts or devices that have been installed by personnel not authorized by seller.

(5.) All other warranties, express or implied by law, including the implied warranties of merchantability and fitness for particular purposes, are hereby denied and excluded. The express warranty and remedies contained herein are the buyer's sole warranties and remedies and are in lieu of all other warranties, guarantees, agreements, and other liabilities, whether express or implied, and all other remedies for breach of warranty or any other liability of seller, and in no event shall seller be liable for incidental, consequential or other indirect damages.

No person, agent, dealer, distributor, or service representative is authorized to change, modify or extend the terms hereof in any manner whatsoever.

This limited warranty is an essential part of the transaction between the parties and constitutes the entire agreement between them with respect to the same.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Electrical components cannot be returned once installed unless proven defective.

Please refer to Vastex doc. 01-00-015x for specific Terms and Conditions of Sale, which affect this limited warranty.

Vastex International Inc.

7 Emery Street

Bethlehem, PA 18015

USA

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Vastex International, Inc.

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY Doc.#01-00-015

1. Buyer's order will constitute an offer in accordance with the terms hereof and such offer, upon acknowledgment of Seller, will constitute the agreement between Buyer and Seller. Buyer's order after such acknowledgment by Seller will not be subject to cancellation, change or reduction in amount, or suspension by Buyer of deliveries, unless prior to such action Buyer has obtained Seller's written consent.

Notwithstanding anything to the contrary in Buyer's Purchase Order or other communications, the parties agree to be bound by these Terms and Conditions. Acceptance of the product by the Buyer shall be deemed to constitute unconditional acceptance of these Terms and Conditions.

2. Any of these terms, conditions and provisions of Buyer's order which are inconsistent with Seller's acknowledgment and these Terms and Conditions of Sale shall not be binding on the Seller and shall be considered not applicable to any sale so made. No waiver, alteration or modification of any of the provisions on either side of the document shall be binding upon Seller unless agreed to in writing by Seller.

3. (a) All prices are F.O.B. Seller's Plant and method of delivery and routing shall be at Seller's discretion, unless specifically otherwise stated herein. Notwithstanding any agreement to pay freight, delivery of products purchased hereunder to a common carrier or licensed trucker shall constitute delivery to Buyer and be determinative of the date and time of shipment and all risk of loss or damage in transit shall be borne by Buyer. If the Buyer fails to accept the goods from the common carrier or licensed trucker, the Seller shall be entitled to claim payment from the Buyer. Seller shall arrange for storage, the risk and the cost, including insurance costs, to be borne by the Buyer (and Buyer agrees to pay such amounts upon demand) except if the failure to accept delivery is due to any of the exceptions noted in Paragraph 4.

(b) Terms of payment shall be as stated on invoice.

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4. It is understood that deliveries will be made in accordance with Seller's regular production schedule. Every reasonable effort will be made to meet the Buyer's required delivery dates but Seller will not be liable for damages or be deemed to be in default by reason of any failure to deliver or delay in delivery due to any preference, priority, allocation or allotment order issued by the Government, whether Federal, State or local, or causes beyond its control including but not limited to, Acts of God or a public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, severe weather, unavailability of materials or shipping space, delays of carriers or suppliers or delays of any subcontractors. Should delay in delivery be caused by any of the circumstances mentioned in this paragraph, such extension of the delivery period shall be granted as is reasonable under the circumstances of the case. Should delay be caused by an event not specifically mentioned in this paragraph, damages will be limited to cancellation of the purchase order without penalty, and refund of any monies deposited or prepaid on the purchase order with no liability for any consequential or incidental damages.

5. Seller reserves the right to increase the prices prior to Seller's acceptance of order and/or after expiration of any price quoted by Seller.

6. Unless otherwise stated in writing, Seller's prices do not include sales, excise, value-added or other taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, value-added or other tax applicable to the manufacture, sale, purchase or use of the products hereunder shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with a valid tax exemption certificate acceptable to the taxing authorities.

7. Seller reserves the right, at any time, to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller and in such event, all subsequent shipments shall be paid for prior to at delivery at Seller's option.

8. (a) SELLER'S LIABILITY SHALL BE LIMITED TO SELLER'S STATED SELLING PRICE PER UNIT OF ANY DEFECTIVE GOODS AND SHALL IN NO EVENT INCLUDE BUYER'S MANUFACTURING COSTS, LOST PROFITS, GOODWILL, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE AGREEMENT, THIS CONTRACT, THE SALE OF THE PRODUCTS TO THE BUYER OR THE USE OR THE PERFORMANCE OF THE PRODUCTS. Seller may at its discretion repair, replace or give the Buyer credit (pro-rated) for such defective products.

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(b) Notwithstanding anything herein to the contrary, Seller shall have no liability for alleged defects with the products which are not specified in written notice from the Buyer to the Seller within thirty-six (36) months from the date of shipment of machines. Seller shall pass to Buyer any warranty received by Seller from the manufacturer of Limited Life Components, which in most cases is 12 to 18 months.

(c) Seller shall have no liability under this Limited Warranty unless Buyer has paid in full for the products. Further, this Limited Warranty is expressly contingent on Buyer's delivery to Seller, all costs prepaid, the defective part(s) within thirty-six (36) months of shipment to Buyer, together with a written statement specifying the alleged defect(s). Any replacement part(s) shall be shipped to Buyer on a C.O.D. basis.

(d) **SELLER SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, EXCEPT AS STATED EXPLICITLY IN THESE TERMS AND CONDITIONS OF SALE. SELLER DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. The remedies herein reserved by Seller shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or of any other provisions hereof.

10. These Terms and Conditions constitute the entire agreement of the parties. No amendments, changes, revisions or discharges hereof in whole or in part shall have any force or effect unless set forth in writing and signed by the parties hereto. This contract shall not be assignable by Buyer voluntarily by operation of law or otherwise without Seller's written consent.

11. This contract shall be governed and shall be construed according to the domestic laws of the Commonwealth of Pennsylvania.

12. Anything herein to the contrary notwithstanding, any action for alleged breach by Seller of the contract between the parties, including but not limited to any action for breach of the warranties herein set forth, shall be barred unless commenced by Buyer within one (1) year from the date such cause of action accrued.

13. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

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14. All notices required by this contract to be given by either party shall be sent in writing or by facsimile and shall be addressed to the last known address of such other party. Notices shall be deemed to have been received on the fifth business day following deposit in the mail.

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Leapfrog Machinery (LFM) Addendum to Vastex Warranty Policy

Leapfrog Machinery (LFM) adheres to the above Vastex Warranty conditions for parts replacement, and in addition, and separately from Vastex, supplies a 12 Month Labour Warranty for Vastex Machinery.

Below are the Terms & Conditions of the LFM 12 Month Labour Warranty.

Warranty commences at despatch date from LFM warehouse.

- 1) LFM where possible, in the Greater Sydney metro area, will attend the site to repair the machine that is claiming warranty parts, and use LFM tech staff to the extent of their skill and licencing level, to rectify the problem. If part/s are found to be faulty and required they will be ordered from Vastex, delivery being free of charge within the first 12 months of the parts warranty.
- 2) Where the repair is beyond the skill or licenced level of LFM staff, a suitably licenced technical person may be called in by LFM to rectify the problem and at LFM's cost.
- 3) If the problem is found to be an issue with the client's power (ie dirty power, but not limited to that) or connection, phase rotation etc, and not related to the Vastex machinery then LFM has the right to pass on the cost to the Client of any contracted personnel (eg electrical engineer) that has been called in to determine the problem. LFM can at its discretion also charge the Client for time spent by LFM staff to determine this issue.
- 4) For clients outside the Greater Sydney metro area, the first response from LFM will be to speak to the Client and or the machine operator to diagnose the issue, then if possible, "talk them through" to a solution. If after this, a solution is not reached then LFM will appoint it's approved contractor in the area to visit and try to finalise a solution. This will be done at LFM's cost.
- 5) In areas outside of LFM's contractor base, LFM may authorise a contractor recommended by the client, or LFM may find a suitable contractor to assist in obtaining a diagnoses and solution.
- 6) LFM however, will not cover any costs incurred by the client in attempting a repair of the machine, unless agreed to, or authorised prior, by LFM.
- 7) LFM has the right to void warranty if any modifications, especially to wiring, have been made, in an attempt to rectify an issue without LFM's prior consent or direction.
- 8) After the 12 Month Labour Warranty, LFM will charge the going rate plus travel, to diagnose and rectify any machine issue, irrespective of whether the part is covered by a longer than 12 Month Parts Warranty.

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