

Warranty Policy

Linden Industries, LLC Warranty Policy

This Warranty Policy ("Policy") applies to all Goods purchased from Linden Industries, Inc. ("Seller") by the original Buyer. This Policy is expressly incorporated by reference into and subject to the Standard Terms and Conditions of Linden Industries LLC ("Terms"). In the event of a conflict between this Policy and the Terms, this Policy shall prevail unless otherwise agreed in writing by the parties. Capitalized terms not defined herein shall have the meanings set forth in the Terms.

1. LIMITED WARRANTY FOR SELLER-MANUFACTURED GOODS

Seller warrants that the Goods manufactured by Seller or its affiliates will conform to the technical specifications contained in Seller's Order Confirmation and will be free of defects in material or workmanship when subject to normal use and maintained with Seller's recommended services for the applicable Warranty Period (defined below). No other express warranty is given, and no affirmation by Seller, by words or otherwise, shall constitute a warranty. **THE WARRANTY PERIOD BEGINS AT THE DATE OF COMPLETION OF MANUFACTURING OF GOODS, NOT AT SHIPMENT OR START-UP AT THE BUYER'S LOCATION.**

- a. **Warranty Period:** The applicable warranty period shall be the greater of six months (180 days) from the date of completion of the manufacturing of the Goods or the Goods' warranty period as listed in the Seller's Order Confirmation, except for the following Goods, which shall have the Warranty Period as listed below:
 - i. **Mix Heads (used with unfilled materials):** All Unfilled Materials used with Mix Heads: One (1) year from the date of delivery or 100,000 shots (verified with an integrated shot counter, not a PLC), whichever occurs first
 - ii. **Mix Heads (materials containing fillers):** All Filled Materials used with Mix Heads: Six (6) months from date of delivery or 20,000 shots (verified with an integrated shot counter, not a PLC), whichever occurs first
 - iii. **Used Mix Head Repairs:**
 1. All Unfilled Materials used with Mix Heads: Two (2) months from the date of delivery or 30,000 shots (verified with an integrated shot counter, not a PLC), whichever occurs first
 2. All Filled Materials used with Mix Heads: Two (2) months from the date of delivery or 6,000 shots (verified with an integrated shot counter, not a PLC), whichever occurs first
 - iv. **All mix head warranty claims** must be accompanied by a completed Mix Head repair data sheet. Adjusting or loosening any bolts voids all warranty claims.
- b. **Component Part:** Seller warrants its component parts to be free from defects in material and workmanship (excluding normal maintenance items, including but not limited to seals, o-rings, and gaskets) for a period of thirty (30) days from the date of delivery. This warranty does not extend to components not manufactured by Seller; however, the manufacturer's warranties, if any, will be passed through to Buyer.
- c. **Exclusions and Limitations.** The conditions of actual production in each buyer's plant vary considerably. Therefore, descriptions of the production or performance capabilities of any Goods or Software Materials are estimates only and are not warranted. This warranty does not apply where the Goods have been (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance; (ii) Buyer's failure to operate and maintain the Good or the equipment in which the Good is installed in a good and workmanlike manner; (iii) modified, reconstructed, repaired, disassembled, or altered by anyone other than Seller or its authorized representative; (iv) used with any third-party product, hardware, or product that has not been previously approved by Seller; (v) damaged or rendered defective as a result of corrosion, an act of God, or as a result of war or terrorist attack. This warranty also does not extend to normal wear and tear on the Goods, to components of the Goods subject to wear, including, but not limited to, valves, motors, timers, controls, breakers, contacts, relays, lubricants, fuses, seals, o-rings, orifices, or to any components not manufactured by Seller.

2. SOFTWARE WARRANTY.

Seller warrants that any computer program, machine program, or programming manual ("Software") will operate in accordance with Seller's specifications under normal operating conditions in Buyer's plant in the Goods in which the Software is provided for six months from the date of shipment.

- a. **Exclusions and Limitations.** The Seller does not warrant that the Software will be free of errors or defects, will meet Buyer's needs, or will operate without interruption. Seller does not warrant that the Software will provide fail-safe performance when used in hazardous environments, including any application in which the failure of the Software could directly lead to death, personal injury, or severe physical or property damage.
- b. The Buyer takes all risks and liability if the Buyer changes any of the Software, including the source code. All warranties and liabilities are null and void if any changes are made to the software or source code.
- c. This warranty is contingent upon the following conditions: that Seller promptly receives from Buyer notice of the purported defect, including a reasonably detailed description of the problem or difficulty which has been experienced within the applicable warranty period; that Buyer establishes that the correction does not involve use of the Software to serve a function not intended to be served by the original software materials; and that no change or addition has been made in or to the Software which had not been first approved by Seller in writing.

3. SERVICE WARRANTY.

Seller warrants to Buyer that it shall perform any Services specifically listed in the Order Confirmation using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

4. REMEDIES; WARRANTY CLAIM PROCESS

- a. Buyer must notify Seller in writing of any defect within ten (10) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim (but in any event before the expiration of the applicable Warranty Period), providing a reasonably detailed written description of the problem.
- b. In the event Seller confirms to Seller's satisfaction that such Goods, Software, or Services do not conform with the warranty set forth herein, the remedy for a breach of the warranties contained herein shall be, at Seller's sole option and expense: (i) Seller replacing or repairing such defective Goods or Software with conforming Goods or Software or reperforming such defecting Services; or (ii) Seller crediting or refunding the original purchase price and applicable shipping costs, if applicable, of the defective Goods or Services. The remedies described in this Warranty Policy shall be Buyer's sole and exclusive remedy for any breach of any warranty under the Terms
- c. In the event a Good is replaced during the Warranty Period, the replacement Good shall be subject to a new Warranty Period running from the date of replacement (the "Extended Warranty Period") except that the Extended Warranty Period on any replacement Good shall in any case expire on the date that is two (2) years from the delivery date of the original Good.
- d. Buyer must return defective Products to Seller, properly prepared, packaged, and transportation prepaid, unless otherwise instructed by Seller.

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5. EXCLUSIONS AND LIMITATIONS

- a. Exclusions. The warranties contained herein shall not extend to:
- i. Any equipment, materials, utilities, site conditions, or services that are supplied, provided, or arranged by any party other than the Seller, whether or not such items are identified in this agreement or any related documentation;
 - ii. Damage to Goods caused by corrosion;
 - iii. Normal wear and tear or maintenance items;
 - iv. Goods damaged or rendered defective as a result of accident, misuse, abuse, act of God, operation outside stated parameters, use of parts not manufactured or sold by Seller, modification, improper installation (unless performed by Seller), war, terrorist attack, or service by anyone other than a Seller-authorized reseller or agent;
 - v. Components not manufactured by Seller. 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;
 - vi. Goods made to Buyer's specifications; and/or
 - vii. Any labor or travel costs associated with Buyer requiring Seller to be on site to uninstall equipment for return.
 - viii. Software used for functions not intended by the original software or modified without Seller's written approval.
- b. All warranties are void if Buyer:
- i. Effects any repair or replacement of Goods or component parts within the Goods without Seller's express written consent;
 - ii. Modifies the Goods without Seller's express written consent;
 - iii. Uses parts with the Goods not approved by the Seller;
 - iv. Fails to follow Seller's operating instructions or service recommendations; or
 - v. **Adjusts or loosens any bolts.**

6. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED IN THIS POLICY, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S TOTAL, AGGREGATE LIABILITY TO BUYER OR ANY PERSON CLAIMING BY OR THROUGH BUYER FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR THIS POLICY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE (A "CLAIM") SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE, INCLUDING DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOSS OF REVENUE OR OPPORTUNITY, LOSS OF SAVINGS, OR CLAIMS OF THIRD PARTIES OR FOR INJURY TO PERSONS OR PROPERTY. THESE LIMITATIONS SHALL BE EFFECTIVE REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS REASONABLY FORESEEABLE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIMS IS BASED.