

## **LIMITED WARRANTY AND LIMITATIONS OF LIABILITY**

(Effective 06/30/2021)

• Hiwin Corporation and the manufacturer warrant that all Hiwin products sold will be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery. The foregoing twelve (12) month warranty shall not be extended or changed by Hiwin Corporation furnishing any replacements, additions, attachments, accessories or repairs to the product subsequent to the date of delivery or acceptance. The foregoing warranty is the sole and exclusive warranty of Hiwin Corporation and the manufacturer regarding the product.

•BUYER'S REMEDIES AND HIWIN'S LIMITATION OF LIABILITY: BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT HIWIN'S EXCLUSIVE DISCRETION, TO: (1) THE REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (2) THE REPAIR OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (3) A REFUND OF THE PURCHASE PRICE FOR ANY DEFECTIVE PRODUCT OR PART THEREOF. HIWIN'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCTS (COLLECTIVELY, "Manufacturing and Selling Parties"), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL HIWIN OR THE MANUFACTURING AND SELLING PARTIES BE LIABLE (AND BUYER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DOWN-TIME, LOST PRODUCTION, OR ECONOMIC LOSS.

•IN ADDITION, HIWIN'S LIMITED WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PORTIONS THERE OF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS; AND TO PRODUCTS THAT HAVE BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY HIWIN.