



Prime Machine, Inc.

QFM-235 PRIME MACHINE SELLER WARRANTY

Revision	Reason for Change	Date	Approval
C	Update per AS9100 Rev D 2020 Audit and Lawyer Review	12/11/20	KBB

Any order by a person ("Buyer") for goods and services (an "Order"), is accepted subject to this Warranty, which is incorporated into any acceptance, acknowledgement, invoice and other document issued by Prime Machine, Inc ("Seller") in response to such Order (each a "Response"). Buyer may signal acceptance of this Warranty in writing, or by accepting goods and services from Seller. No waiver, alteration, or modification of this Warranty shall be valid unless expressly agreed to in writing by Seller and specified as superseding this Warranty.

Seller represents, warrants and covenants to Buyer that the goods manufactured by Seller will be manufactured in conformance with all manufacturing specifications provided by Buyer to Seller, all applicable laws, rules and regulations, and that the goods manufactured by Seller without Buyer provided materials will be free from defects in workmanship under normal use and service for a period of 90 days from the date that goods are received by Buyer.

Seller does not warrant the design or manufacturing specifications of any products or goods manufactured for or on behalf of Buyer. For work that Seller performs on or with respect to materials furnished by Buyer ("Buyer Provided Materials") and where Seller has not specified that Seller's work is being performed on a "best efforts" basis in a Purchase Order, Buyer represents, warrants and covenants that the work it performs on or with respect to Buyer Provided Materials will comply with the specifications provided by Buyer and accepted by Seller prior to work being performed. Buyer must report any claim of breach of this particular warranty, including any claim of shortage, damage or non-conformity, to Seller in writing within 30-days of the completion of Seller's work.

Buyer does not warrant and specifically disclaims any warranty with respect to (a) Seller's performance of its work on or with Buyer Provided Materials other than as specified herein or (b) with respect to Seller's performance of its work on or with Buyer Provided Materials received by Seller on a "best efforts" basis. For the avoidance of doubt, Buyer acknowledges and agrees that Seller is not responsible for any damage, destruction or diminishment in value to or with respect to any Buyer Provided Materials, either before, during, or after the performance of Seller's work unless Seller's work was performed on a basis other than "best efforts" (as specified in a Purchase Order) or was caused by the sole and direct negligence or intentional misconduct of Seller.

Seller's liability for breach of its warranties set forth herein (where applicable) is limited to the repair of or replacement in kind or credit, at Seller's option, of any items proved to have delivered in breach of these warranties, in Seller's reasonable discretion, provided the allegedly defective goods are returned to Seller prepaid. All costs and expenses related to shipping of any replacement parts or goods shall be paid by Seller if there is a breach of its warranty, but Buyer shall pay for all other costs.

Buyer must provide prompt written notice to Seller of any breach of this warranty to obtain its benefits. THE WARRANTIES EXPRESSED ABOVE ARE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS STATED HEREIN. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED. SELLER'S LIABILITY FOR BREACH OF WARRANTY IS AS HEREIN STATED AND IS THE EXCLUSIVE REMEDY AND IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE POSSIBILITY OF SUCH INCIDENTAL OR CONSEQUENTIAL DAMAGES HAS BEEN MADE KNOWN TO SELLER. THE WARRANTY SET FORTH ABOVE IS SOLELY FOR THE BENEFIT OF BUYER.

All claims hereunder shall be made by Buyer and not by Buyer's customers. It shall not be deemed a "defect," and Seller will not be liable under this Warranty, if the goods have been exposed to any: (1) maintenance, repair, or other use that is improper for the good's ordinary use or otherwise not in compliance with Seller's instruction; (2) goods alteration, modification or repair by anyone other than Seller or authorized by Seller; (3) damage after shipment to Buyer; or (4) use of parts that are not 100% compatible with the goods.

In the event of a breach of this Warranty, Seller's cumulative liability for damages to the Buyer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, but not limited to, negligence, shall be limited to the total contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties, if any.

In no event shall Seller's liability of any kind include any special, indirect, incidental or consequential loss or damage, even if Seller shall have been advised of the possibility of such potential loss or damage.

The sole and exclusive remedy for breach of any non-warranty obligation of Seller and the sole remedy for Seller's liability of any kind (including liability for negligence) with respect to the goods and services provided to Buyer shall be to use all commercially reasonable efforts to promptly cure such breach. Buyer must commence any suit for a cause of action arising hereunder within one year from the date in which the facts that gave rise to the cause of action first occurred.

To the extent the goods provided to Buyer are manufactured by third parties, Buyer may have rights against the manufacturer. Seller will work with Buyer in good faith to assist Buyer in asserting any claims against such manufacturer.

This Warranty is expressly conditioned on Seller's timely payment for the goods and services provided, which payment is a condition precedent to any of Seller's obligations hereunder.

Even if Buyer does not sign and return this Warranty document, Seller will consider the above provisions to govern its warranty obligations to Buyer, and these obligations will apply retroactively to the date Seller first provided goods or services to Buyer related to the particular Order in question.

Dated: _____

Buyer: _____