

LIMITED ENGINEERED SOLUTIONS WARRANTY – ENGINEERED SOLUTIONS

Subject to the terms and conditions of this Limited Engineered Solutions Warranty, Mitsubishi Electric Automation, Inc. (“MEAU”) warrants to the original Purchaser (the “Customer”) of any Engineered Solutions sold by MEAU if purchased on or after June 1, 2020 from MEAU that:

- A. For purposes of this Limited Engineered Solutions Warranty, an “Engineered Solution” is defined as any product where MEAU customizes its out-of-the-box products into solutions that is not more specifically covered by a different limited warranty provided by MEAU.
- B. The Engineered Solutions are warranted for a period of 24 months from the date of Product installation at the premises of the original end user or 30 months from the date of shipment from MEAU, whichever comes first (“Warranty Period”).
- C. NO LABOR. This Limited Engineered Solution Warranty does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of any components, parts, or replacement Engineered Solutions. The original owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the equipment in connection with owner-required maintenance and the replacement of any components, part or replacement Engineered Solutions provided pursuant to this limited warranty.
- D. PROPER INSTALLATION. This Limited Engineered Solution Warranty applies only to Engineered Solutions that are: (i) installed in compliance with applicable local and state law, (ii) installed properly in accordance with MEAU's installation and operation instructions, and (iii) are installed in compliance with good trade practices.
- E. This Limited Engineered Solution Warranty does not apply to any products whose serial numbers have been altered, defaced or removed, nor to components which have been subject to damage during shipment.
- F. THIS LIMITED ENGINEERED SOLUTION WARRANTY DOES NOT COVER: (i) Engineered Solutions that are damaged during shipment; (ii) failure of equipment or Engineered Solutions not supplied by MEAU (including components or software); (iii) failure of or damage to Engineered Solutions due to misuse (including use in other than normal customary manner), neglect, accident, improper installation, or repair, alteration or modification not performed by MEAU personnel, excessive physical or electrical stress, or operation under abnormal or improper environmental conditions or the like; (iv) damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power. Since the machine or system on which the Engineered Solution is to operate is provided by third parties, MEAU is not responsible for the operation, availability or loss of use of the machine or system. In addition, this Limited Engineered Solution Warranty does not cover normal preventive maintenance items such as fuse replacement, cleaning of the Engineered

Solution or problems caused by lack of preventative maintenance, improper cleaning, improper programming or improper operating procedures.

- G. THIS LIMITED ENGINEERED SOLUTION WARRANTY ALSO EXCLUDES: (a) service requests where no defect is found; (b) equipment or Engineered Solutions installation or set-ups; (c) adjustments of controls; or (d) Engineered Solutions or equipment purchased or installed prior to June 1, 2020.
- H. During the Warranty Period, Engineered Solutions, parts, or components determined by MEAU to be defective due to improper workmanship and/or material shall, at MEAU's option, either be repaired at a location authorized by MEAU and returned free of labor, parts and shipping charges (one-way ground shipping) or replaced with an equivalent Engineered Solution, part or component, subject to the limitations and procedures described below. Defective Engineered Solutions, parts, or components replaced by MEAU shall become the property of MEAU. Customer understands that repairs may include replacement of Engineered Solution, parts or components thereof with functionally equivalent reconditioned Engineered Solution, parts or components. MEAU reserves the right to make any or all changes it may deem necessary without prior notice to Customer. This Limited Engineered Solution Warranty does not include on-site repair of Engineered Solution. Customer must follow the Warranty Claim Procedures below when notifying MEAU of any covered defect.
- I. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF MEAU FOR ANY AND ALL CLAIMS BASED ON FAILURE OR DEFECTS IN ENGINEERED SOLUTIONS COVERED UNDER THIS LIMITED ENGINEERED SOLUTION WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. THE FOREGOING WARRANTY DOES NOT APPLY TO ANY , PART, COMPONENTS, ENGINEERED SOLUTION, OR SERVICE PROVIDED BY THIRD PARTIES.
- J. EXCEPT AS EXPRESSLY STATED IN THIS LIMITED ENGINEERED SOLUTION WARRANTY, MEAU MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENGINEERED SOLUTIONS OR SERVICES COVERED BY THIS LIMITED ENGINEERED SOLUTION WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL MEAU BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF ENGINEERED SOLUTION, LOST PRODUCTION, LOSS OF BUSINESS, COST OF SUBSTITUTE EQUIPMENT, OR FACILITIES OR SERVICE DOWN TIME.

- K. This Limited Engineered Solution Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, MEAU providing, directly or indirectly, any technical advice, information and/or service to original owner in connection with the Engineered Solution.
- L. UNDER NO CIRCUMSTANCES SHALL MEAU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, ENGINEERED SOLUTION FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE ENGINEERED SOLUTION, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE ENGINEERED SOLUTION WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MEUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MEAU'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE ENGINEERED SOLUTION WITH RESPECT TO WHICH ANY CLAIM IS MADE.
- M. SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
- N. DISPUTE RESOLUTION. For any dispute with MEAU, Customer agrees to first contact MEAU by phone 847-478-2100 or e-mail engineeredolutions@meau.com or U.S. Mail at:

Mitsubishi Electric Automation, Inc.
500 Corporate Woods Parkway
Vernon Hills, IL 60061
Attn: Engineered Solutions

and attempt to resolve the dispute with MEAU informally by providing Customer's name, address, and contact information and describing the nature of the dispute. In the unlikely event that MEAU has not been able to resolve a dispute with Customer within 60 days of Customer's original informal claim (or sooner if, in MEAU's opinion, a dispute is not likely to be resolved within 60 days), Customer and MEAU each agrees to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Engineered Solution Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Chicago, Illinois. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by MEAU. CUSTOMER AGREES THAT CUSTOMER AND MEAU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS

ACTION. Customer may opt-out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Engineered Solution Warranty by notifying MEAU in writing within 30 days of purchase. Such written notification must be sent by email to (TSSParts@meau.com) or U.S. Mail at:

Mitsubishi Electric Automation, Inc.
500 Corporate Woods Parkway
Vernon Hills, IL 60061
Attn: Engineered Solutions

and must include: (1) Customer's name, (2) Customer's address, (3) Customer's warranted Engineered Solution serial number, and (4) a clear statement indicating that Customer does not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out.

- O. If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Engineered Solution Warranty and the remainder of this Limited Engineered Solution Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under this Limited Engineered Solution Warranty.
- P. This Limited Engineered Solution Warranty gives the Customer specific legal rights and the Customer may also have other rights that vary from state to state.
- Q. **WARRANTY CLAIM PROCEDURES.** To initiate a warranty claim, Customer must contact MEAU by email, letter or fax, and be instructed on how to proceed, as follows:

Americas

Mitsubishi Electric Automation, Inc.
TSS Parts Department
500 Corporate Woods Parkway
Vernon Hills, IL 60061
Facsimile: (847) 478-2284
Email: TSSParts@meau.com

Outside the Americas

Contact the Local Mitsubishi Electric FA Center
Contact information can be found at
www.mitsubishielectric.com

Prior to returning any part, component, or Engineered Solutions to MEAU, a pre-assigned return parts authorization number ("RPA") must be obtained from the Technical Service & Support Parts Department. Any item received by MEAU without an RPA will not be accepted and will be returned to sender at sender's expense. Customer is required to return defective Engineered Solutions to the location authorized by MEAU upon issuance of the RPA for a determination by MEAU as to the application of this Limited

Engineered Solution Warranty. The Engineered Solutions shall be shipped freight prepaid by the Customer. If MEAU determines that the Engineered Solution defect is covered under this Limited Engineered Solution Warranty, the Engineered Solution will either be repaired or replaced and returned without charge to Customer, return freight prepaid, provided that Customer issues a purchase order for the Engineered Solution and the Engineered Solution is readily available. If MEAU determines that there is no defect found, or that the Engineered Solution defect is not covered under this Limited Engineered Solution Warranty, MEAU will advise the Customer of the reason and the cost of repairing the Engineered Solution. MEAU's determination is final.

- R. SUPPORT. For Support on Mitsubishi Electric Automation, Inc. Engineered Solutions please contact your local sales and Support office. Telephone support will be provided free of charge by our Technical Assistance Center.

TECHNICAL ASSISTANCE CENTER

Central Time

Monday through Friday (except holidays)

Call toll free at 1-800-950-7781

Onsite Service and Support in the Americas can be provided on an as needed basis (Travel and service fees may be required, approval of fees required before service is performed). To arrange service please contact your MEAU Sales Representative or Headquarters at 1-847-478-2100.

For Onsite Service outside of the Americas please contact the local Mitsubishi Electric Factory Automation Center (FA Center), in addition please contact your MEAU Sales Representative with the serial number of the system, the requested service, and the location where the service is to be performed.

- S. No credit or other reimbursement shall be issued for any repair performed by third parties, including distributors and service centers, other than as specifically and expressly authorized by MEAU in writing.
- T. The procedures described in this Limited Engineered Solution Warranty may be modified from time to time by MEAU without prior notice. No waiver or alteration of any of the provisions of this Limited Engineered Solution Warranty and these procedures shall be binding upon MEAU, unless made in writing and signed by a duly authorized officer of MEAU.