

ISL PHOTONICS, JSC
MANUFACTURER'S WARRANTY TERMS AND CONDITIONS

The warranty provisions according to the manufacturer's warranty regulations principally apply to the Goods produced by ISL PHOTONICS, bought and operated by a Customer of ISL PHOTONICS.

ISL PHOTONICS provides this manufacturer's warranty in accordance with the following terms and conditions by correcting the defects of the Goods, provided these defects are verifiably based on design, material or manufacturing defects, occur within the manufacturer's warranty period and were notified within the notice periods.

ISL PHOTONICS reserves the right to unilaterally change its manufacturer's warranty at any time, in its sole discretion without prior notice. If changes are made, they will be posted at www.islphotonics.com. Your continued use of the warranted product will signify your acceptance of these changes.

1. GENERAL

ISL PHOTONICS warrants to the Customer (an authorized ISL PHOTONICS reseller or distributor or end user), that the Product conforms to applicable ISL PHOTONICS Product specifications and is free from defects in design, faulty materials and in workmanship. These non-transferable warranties start on the date of loading from ISL PHOTONICS warehouse (for an authorized ISL PHOTONICS reseller or distributor and end user); and continue until the end of the warranty period listed in ISL PHOTONICS's order acknowledgement.

ISL PHOTONICS shall undertake to remedy any defect affecting the fitness for use which is due to a deficiency in design, faulty material or workmanship. ISL PHOTONICS shall also be responsible for any defects concerning expressly requested properties. ISL PHOTONICS warrants that the Product or its performance is of the quality agreed and fulfils the intended purpose of use.

ISL PHOTONICS guarantees that the Goods display the promised properties, have no defects diminishing their value or impairing their suitability for the intended use, which they correspond to performance and specifications, offered by ISL PHOTONICS, and that they are of faultless quality. The goods must meet all regulations of public law at the place of use – if these regulations were indicated to ISL PHOTONICS – and, specifically, conform to the pertinent EU directives.

THIS WARRANTY EXCLUDES EQUIPMENT, MATERIALS AND COMPONENTS FURNISHED BY ISL PHOTONICS BUT MANUFACTURED BY ANOTHER PARTY, WHICH MAY BE INCORPORATED IN THE EQUIPMENT, LINE OR SYSTEM SOLD UNDER THE CONTRACT. Such components and equipment shall bear no warranties other than the warranties extended by and enforceable against the manufacturer thereof at the time of delivery to the Customer (which warranties ISL PHOTONICS will furnish on Customer's written request), for the period stated in that warranty.



All units and parts that are not manufactured by ISL PHOTONICS bear the warranty terms as provided by Original Equipment Manufacturer.

ISL PHOTONICS is not liable if the claimed warranty is not accepted by the original producer.

Unless expressly agreed otherwise: (a) our goods meet at the time of Delivery, and for twenty-four (24) months thereafter (the Warranty Period) solely the specifications agreed with the Customer in writing (or, in the absence of any such agreement, the product specifications contained in our published product data sheets) and the statutory standards applicable in Bulgaria at the time of Delivery; and; (b) the Customer is solely responsible for integrating the products in its existing technical, structural and organizational framework (customer's responsibility for system integration), appropriate utilities and operating environment and must comply with ISL PHOTONICS installation requirements outlined in the operator's manual and the specifications.

THE OBLIGATIONS OF ISL PHOTONICS ARE LIMITED TO THE REPAIR OR REPLACEMENT (AT ISL PHOTONICS OPTION) OF ANY DEFECT RESULTING FROM FAULTY DESIGN, MATERIALS OR WORKMANSHIP THAT DOES NOT MEET THE ISL PHOTONICS WARRANTY ONLY DURING THE WARRANTY PERIOD. ISL PHOTONICS warrants repaired or replaced Goods under warranty only for the remaining unexpired period of time in the original warranty.

The Goods provide only that level of safety that may be expected on the basis of the registration provisions, standards, the operating instructions, ISL PHOTONICS's rules on the handling of the purchased object and other instructions given.

ISL PHOTONICS's warranty obligation shall only apply to defects that appear when observing the applicable operating conditions and putting the item to normal use.

2. WARRANTY PERIOD

In contractual relations with end user, ISL PHOTONICS provides a warranty for a period of 24 months or 4000 working hours, which came first, from the date of loading from ISL PHOTONICS warehouse. In contractual relations with an authorized ISL PHOTONICS reseller or distributor, ISL PHOTONICS provides a warranty that the goods will be failure-free for a period of max 25 months or 4000 working hours, which came first, from the date of loading from ISL PHOTONICS warehouse.

The above obligation shall only apply to such defects that appear within a period of 24 months or 4000 working hours, which came first, for end user, and max 25 months or 4000 working hours, which came first, for an authorized ISL PHOTONICS reseller or distributor, when working a one-shift operation, as of the passage of risk, or as of the completed assembly, in case of a delivery with assembly respectively. For example: 1-year warranty period (12 months), we mean 2000 working hours – that is, 250 working days x 8 hours.

Products or major components manufactured by companies other than ISL PHOTONICS are subject to the original manufacturer's warranty and warranty period. ISL PHOTONICS assigns to Customer and, if Customer is a Distributor, to Distributor's customer, ISL PHOTONICS's limited warranty towards its supplier. In such case, the Customer has the right to acknowledge receipt of a copy of said warranty.

The warranty period for the cutting head, manufactured by Precitec GmbH & Co. KG is 1 (one) year for the Customer (an authorized ISL PHOTONICS reseller or distributor or end user).

3. WARRANTY CLAIMS FOR DEFECTS

The Customer has the right of claims for defects in quality including wrong or short delivery, improper assembly or faulty assembly instructions, design, faulty material or workmanship.

Our warranty obligation applies only if the defect as to quality existed already at the time of passing of the risk. To protect its warranty claims the Customer must immediately examine the goods and notify any defects immediately in writing. Hidden defects must also be notified in writing immediately when detected. If the Customer fails to notify any defect or to notify in due time, our liability will be excluded for the defect not notified or not notified in due time.

Claims for defects shall be excluded in cases of only minor deviations from the agreed condition, in cases of only a minor impairment of usability, in cases of natural wear and tear and for damages that are attributable to an incorrect or improper use after the transfer of risk, or for the use of unsuitable materials or careless handling.

When the Customer receives the Goods, they have to be checked for transport damages. If damages are visible, ISL PHOTONICS advice to write down a remark on the delivery document while unloading countersigned by the lorry driver. A document PROTOCOL OF DELIVERY AND ACCEPTANCE has to be fulfilled for each delivery.

Notices of defects in design, material or workmanship, if made by phone, are to be immediately sent to ISL PHOTONICS in written form otherwise they will not be taken into account.

Warranty claims for design, material and workmanship defects shall expire in 24 months or 4000 working hours (for end user), which came first, from the date of loading from ISL PHOTONICS warehouse; and max 25 months or 4000 working hours (for an authorized ISL PHOTONICS reseller or distributor), which came first, from the date of loading from ISL PHOTONICS warehouse. The warranty period for the cutting head, manufactured by Precitec GmbH & Co. KG is 1 (one) year for the Customer (an authorized ISL PHOTONICS reseller or distributor or end user).

Any revealed defects that are attributable to a design, material or manufacturing defect must be reported in writing without undue delay. If the Customer does not report a defect, the delivered goods shall be deemed as acceptable, unless it concerns a defect that was not recognizable at the time of inspection. If such a defect only appears later, written notice must be given without undue delay, and at latest seven (7) days following discovery of the defect; the delivered goods shall otherwise be deemed as acceptable, even taking the defect into account.

Subject to the terms and conditions of this manufacturer's warranty, ISL PHOTONICS will remedy any defects of the Goods that were properly reported and notified in due time and that verifiably occur due to a design, material or manufacturing defect within the warranty period. In doing so, the decision whether the Goods are to be replaced or repaired shall rest solely with ISL PHOTONICS.

If the Customer orders inspection of delivered goods and the inspection reveal a defect for which ISL PHOTONICS is not responsible, we charge a handling fee for every inspected machine if no defect is found. Our liability is limited to the intent of gross negligence, regardless of legal grounds. We give advice on technical application in accordance with our knowledge. All data and information on the subject of the purpose of our products are not binding, however, and do not release the Customer from conducting his own inspections and tests. The Customer is responsible for adhering to legal and official regulations during use of goods. We may only be held liable for the

purpose of goods for the performance of specific tasks in the case of an unequivocal written assurance from our side.

The obligations of ISL PHOTONICS are limited to the repair or replacement (at ISL PHOTONICS option) of any Product that does not meet the ISL PHOTONICS warranty during the warranty period. ISL PHOTONICS warrants repaired or replaced Products under warranty only for the remaining unexpired period of time in the original warranty.

If a defect was caused exclusively or very predominantly by the Customer or a third party, the Customer shall have no claims based on defects. This will be presumed, above all, where the defect is based on the following circumstances:

- faultiness or unsuitability of the instruction given by the Customer for execution of an order or of the material to be provided by it, if the defect was not recognizable for us or if the Customer rejects the concerns voiced by us;
- incorrect or negligent treatment or unsuitable or improper use of the goods after passing of the risk, faulty assembly or putting into operation; excessive strain, use of unsuitable operating material, use of other than the original wearing parts, non-compliance with the rules and guidelines in the operating instruction, improper maintenance, improper interference with the device/machine, especially by untrained staff or staff not trained adequately.

The delivered Goods must be inspected thoroughly immediately after delivery to the Customer or to third parties indicated by the Customer. The Customer must file claims in writing within seven days upon receiving the goods at their destination. Claims pertain to visible defects or other defects in design, material and workmanship that are detected immediately after inspections. If not detected, such defects are considered to have been accepted if a claim is not filed to ISL PHOTONICS within seven days from shipment. In relation to other defects, shipped objects will be considered to have been accepted if a claim is not sent to ISL PHOTONICS within seven workdays from the time at which the defect is detected; if the defect was detected by the Customer over the course of normal use at an earlier time, this time is considered to be the time from which expiration of the deadline for filing claims is counted. Claims will only be taken into consideration when goods are in the same condition as during delivery. This concerns contractual relations with non-traders only when this pertains to visible defects.

The Customer is obliged to notify us during the limitation period in writing of a defect without undue delay, at the latest however fourteen (14) calendar days after Customer's discovery or after the Customer should have discovered the respective defect if Customer had exercised due care pursuant to the requirements of the applicable law (whereas the Customer is obliged to examine the Goods with regard to potential defects immediately after take over).

Over the said warranty period ISL PHOTONICS engages to replace under this warranty only the spare parts for those components which are deemed to be provably defective at ISL PHOTONICS sole option.

For warranty claims asserted during the period of twenty-four (24) months following Delivery, the Customer shall bear the risk of return transportation unless the defect has already been there at the date of Delivery. Return shipments are to be performed in the original packaging or full-value replacement packaging meeting the necessary requirements.

4. LIMITATIONS OF LIABILITY

No rights or claims of the Customer shall exist under this manufacturer's warranty, and all such rights or claims shall be excluded to the fullest extent legally permissible and must be borne by the Customer or by the party causing such defects and/or damages, in respect of the following:

- Any defects or damages caused by, contributable to or increased by: (1) non-observance of the recommendations and instructions contained in the installation, operating or maintenance manual of ISL PHOTONICS; (2) inappropriate installation, particularly by unauthorized electricians, inappropriate care or maintenance; or (3) unauthorized interventions, technical modifications and reconstructions, or repair attempts without prior written approval from ISL PHOTONICS;
- Any defects due to non-compliance with the operating instructions contained in the operation and maintenance manuals of the original equipment manufacturer;



Operators and users of ISL PHOTONICS fiber laser system must take note of and follow the instructions in the operation manual. A careful reading of the operation manual is strongly recommended.

If the system is operated contrary to the directions and information in these operating instructions, all warranty claims shall be rendered null and void.

- Any defects or damages not attributable to proven material or manufacturing defects;
- Defects, failures, damages or performance limitations caused in whole or in part by customer misuse, mishandling, improper use and operation, tampering, abuse, neglect or any other Customer misconduct;
- Any defects arising from faulty handling, excessive use or inadequate maintenance after commissioning to the Customer;
- Any consequential damage to the Goods and/or any other devices, equipment and installations;
- The serial or item number of which has been modified, made unrecognizable or removed; removal of warning labels, original seals or protection devices;
- Any defects or damages caused by, contributable to or increased by non-observance of the applicable or prevailing standards/directives and/or safety provisions or those approved by ISL PHOTONICS;
- Any wear and tear caused by utilization and any other natural wear, for example of electrical, mechanical or any other parts or components;
- Transportation damages;

- Any defects or damages caused by, contributable to or increased by (1) ambient conditions beyond the published specifications (damage caused by corrosion), (2) inappropriate operating conditions or (3) overload;



Disregard of the manufacturer's instructions for operation and especially for cleaning and maintenance and also disregard of warnings about a potential risk regarding injuries, installation damage and other serious damages or not or only partially followed them cause the manufacturer's warranty to be void.

- Any defects or damages caused by, contributable to or increased by (1) applying force, (2) external impact or influence, (3) ingress of foreign objects, (4) electrical power failures, (5) force majeure or (6) any other events beyond the control or influence of ISL PHOTONICS;
- Any defects or damages to the Goods containing spare parts that are neither original spare parts and accessories nor spare parts and accessories recommended by ISL PHOTONICS;
- Use of untrained or insufficiently trained personnel;
- Use of improper operating resources and auxiliary material;
- Use of inadmissible fluids other than that prescribed by ISL PHOTONICS;
- Faulty connections;
- Lack of maintenance, incorrect maintenance or non-execution of specified maintenance work;
- Paint, batteries, fuses, filters, lubrication metering units, fluids, lights or any other replaceable item;
- Overheating of the heating elements by a wrong flow direction;
- Overheating of the connection housing by a thermal insulation of the cooling section;
- Mechanical damage caused e. g. by improper cleaning; and
- Depreciation or damage caused by: (1) Any service (including installation) not performed by ISL PHOTONICS or a party authorized by ISL PHOTONICS; (2) Lack of or improper care; (3) Abuse or misuse; (4) Accident; (5) Use of unauthorized parts or peripherals; (6) Modification or alteration not approved by ISL PHOTONICS; (7) Normal wear; (8) Negligence of shipper or rigger; (9) Disablement arising from unauthorized movement of Equipment after installation; (10) Any other cause beyond the control of ISL PHOTONICS; or (11) For Spare Parts stored in purchaser's facility, improper or unsecured storage;
- Mechanical damage resulting from improper handling, such as the failure to use recommended tools, fall or collision is recognizable;

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- External interference by non-authorized/non-trained personnel;
 - False or impure gases were used, in deviation from the user instructions in the operating manual;
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Do only use the machine in the allowed conditions and purposes, as described in the standard operating instructions of the machine. In case of a non-conform use of the machine, as well as a startup of the machine without consulting the instruction manual excludes further warranty of the manufacturer.

- Product exposed in extreme conditions, including but not limited to extreme weather conditions, humidity, salinity, stress, radiation, lightning strike, water condition, exceeding the specified IP rating, etc;
 - Product used in conditions beyond product parameter range, including but not limited to lower or higher voltage conditions, extreme or excessive power surges, improper power connections;
 - The warranty shall automatically become invalid if the original product identity information is lost;
 - ISL PHOTONICS will have no liability for any consequential, incidental, special, exemplary or punitive damages, including without limitation lost revenues or profits, whether or not ISL PHOTONICS has been advised that any such damages had occurred;
 - The product has been used for processing of other materials or to get production values higher than the foreseen limitations. Any different use must be authorized by written by ISL PHOTONICS on the contrary it will be considered an inadequate use. The latter means that no guarantee is any longer valid and ISL PHOTONICS declines any responsibility for damages to people or things;
 - Caused by faulty or negligent handling, excessive strain, or other abuse by the Customer or any third party;
 - Any damages resulting from: Contamination of external optical surfaces; unauthorized modification, misuse or mishandling, disassembly or opening, neglect, or damage from accident; operation outside environmental specifications or product ratings; user software or interfacing; components and accessories manufactured by companies other than ISL PHOTONICS, which have separate warranties; improper or inadequate installation, site preparation or maintenance; or failure to follow information and precautions contained in the operating manual;
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Operators and users of ISL PHOTONICS fiber laser system must take note of and follow the instructions in the operation manual and must be kept close by the machine at any time to allow immediate access if required.

- Any defects and/or damages which are caused by, contributable to or increased by mounting, installation, configuration, application and/or usage faults through use of untrained and unqualified staff; or usage of unauthorized or unsuitable consumables, components or parts; or omitted, inappropriate, careless or unprofessional maintenance;
- Defects, failures, damages or performance limitations caused in whole or in part by accidents in which ISL PHOTONICS has no control over or by force majeure, including but not limited to technology attacks, war, terrorist activities, epidemic, embargos, quarantines, strikes, flood, fire, earthquake, etc;
- ISL PHOTONICS specifically disclaims any liability due to death, damages or injury due to inappropriate use and mounting of the fiber laser machines;
- ISL PHOTONICS cannot be held responsible for factory halting, damages to production or any other additional burden or cost;
- Attributable to incorrect or negligent treatment, incorrect, inappropriate, omitted or untimely maintenance, inappropriate storage, excessive loading or operation, unsuitable operating equipment, defective civil engineering or building work, unsuitable building site or due to special influences (e.g. chemical, electrochemical or electrical influences or exceptional temperature and atmospheric influences) not specified as requirements according to the operation manual;
- ISL PHOTONICS has no responsibility for warranty claims more than 30 days after the Customer discovers or becomes aware of the claimed defect.

Claims cannot be put forward from the information, figures and descriptions in the operating instructions. ISL PHOTONICS reserves the right to technical modifications within the scope of a further development of the device described in these operating instructions.

ISL PHOTONICS shall be liable for possible faults or non-performances by us within the scope of the contractual warranties, excluding further claims. Claims for damages shall be excluded, regardless of their legal basis.

Shall in no event and irrespective of the legal basis (contract, tort or any other area of law) be liable towards the Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, down-time costs, cost of substitute goods, the costs of assembly and reassembly of the Goods, property damage external to the Goods and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage or any of the foregoing suffered by any third party.

ISL PHOTONICS shall only be liable for damages to the Customer, in particular damages caused by a breach of duties arising from the contractual obligations and from impermissible actions, provided that we or our agents have committed willful intent or gross negligence. In particular, ISL PHOTONICS shall be no liability for defects that are attributable to improper handling or the use of unsuitable materials.

ISL PHOTONICS shall not be liable to the Customer for damages in the event of personal injuries, or for damage to goods that are not the subject of a specific contract, as well as for other damage and loss of profit, unless the circumstances of a specific case reveal that ISL PHOTONICS acted with gross negligence.

IN NO EVENT SHALL (a) ISL PHOTONICS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THE PURCHASE OF EQUIPMENT, THIS WARRANTY OR USE OR INABILITY TO USE THE EQUIPMENT AND (b) THE AGGREGATE LIABILITY OF ISL PHOTONICS UNDER ANY THEORY OF RECOVERY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT FROM WHICH LIABILITY AROSE, TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY APPLICABLE LAW.

Upon request by ISL PHOTONICS, the Customer shall, at its own risk and expense, promptly return the defective Goods to ISL PHOTONICS warehouse. If ISL PHOTONICS arranges for the defective goods or parts to be returned to ISL PHOTONICS for the purpose of reworking or replacement, Customer shall bear the costs and the risk of the transport, unless otherwise agreed. The re-shipment of the reworked or replaced goods or parts under warranty to the Customer shall be at Customer's costs and risk, unless otherwise agreed.



ISL PHOTONICS CANNOT BE HELD RESPONSIBLE FOR DAMAGES TO PEOPLE OR THINGS DUE TO AN IMPROPER USE OF THE MACHINE OR BECAUSE THE PRESENT FIRE PREVENTIVE MEASURES HAVE NOT BEEN ADOPTED.

5. NO WARRANTY FOR THIRD PARTY MATERIALS

PRODUCTS, COMPONENTS AND EQUIPMENT, MANUFACTURED BY THIRD PARTIES ARE SUBJECT TO THE ORIGINAL MANUFACTURER'S WARRANTY AND THEIR ASSOCIATED TERMS AND CONDITIONS AND NO SEPARATE WARRANTY IS GIVEN IN RESPECT OF THESE PRODUCTS BY ISL PHOTONICS. For further information, please see the appropriate product documentation or visit the specific product manufacturer's web site for details. ISL PHOTONICS will make available to the Customer, to the extent available, any manufacturers written warranties associated with third-party Goods purchased from ISL PHOTONICS with respect to delivered goods. ISL PHOTONICS accepts no liability for any claims arising out of any act or omission, including negligence, by the third-party service provider as well any amounts associated with third-party services. Such warranties will be assignable to the Customer without affecting their validity.

ISL PHOTONICS makes no representation or warranty regarding any software or hardware acquired from a third party, and all such third-party services, software and hardware is provided AS IS and WITH ALL FAULTS, to the extent that any warranties for third party hardware or software are provided to the Customer. Any warranty applicable to software is the sole responsibility of the software licensor and shall remain the property of the licensor at all time. Customer shall at all times comply with terms and conditions of the (sub)license imposed by the licensor. ISL PHOTONICS grants to Customer a permanent, paid-up, non-exclusive license to use any software incorporated in the goods, in object code only, only with the goods and only for the purpose of operating the goods. Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create a derivative work based upon such software. Customer shall acquire no rights of ownership in the software.

View a summary table of our third-party product warranties below:

Manufacturer (click to the link)	Item	Warranty	In case of problem with product manufactured by third party is necessary to contact the company original manufacturer (contact details)
Precitec GmbH & Co. KG https://www.precitec.de/en/precitec-group-start-page/	Cutting head	1 year	Service Center in Gaggenau, Germany https://www.precitec.de/en/contact/our-services/service-hotline/ Monday through Saturday, between 6:00 am and 10:00 pm Service-Nummer: Deutschland Tel.: +49 (0)7225 684 399 Service-Mail: admins@precitec.de
IPG Laser GmbH https://www.ipgphotonics.com/en	Laser source	YLR - 24 months YLS – 36 months	Service Center in Burbach, Germany https://www.ipgphotonics.com/en/contact Service-Nummer: Deutschland Tel.: +49.2736.4420.8451

			Service-Mail: support.europe@ipgphotonics.com
Festo AG & Co. KG https://www.festo.com/group/en/cms/index.htm	Pneumatic components	1 year	Service Center Worldwide https://www.festo.com/net/en_corp/addressworldwide/
Sideros Engineering http://www.siderosengineering.com/index/en/index.html	Fume extractor	12 months (40 weekly hours)	Service International: Telephone: +39 0523 524066 Email: <u>support@siderosengineering.com</u> Skype: <u>Support_SiderosEngineering</u>
Lantek Systems, Inc. Lantek Sheet Metal Solutions, S.L. https://www.lanteksms.com/us	Software	1 year	https://www.lanteksms.com/us/ Service-Nummer: Spain Tel.: +34 945 297 171 Service-Mail: Support@lantek.es
Mitsubishi Electric Europe B.V. https://gb.mitsubishielectric.com/en/about/global/index.html	CNC and servo drivers	1 year	https://www.mitsubishielectric.com/en/worldwide/index.page