

OXIDE CORPORATION Standard Warranty Terms (for export from Japan)

This Standard Warranty Terms states OXIDE Corporation's warranty terms to be applied to the laser products manufactured by OXIDE and sold to and export from Japan for the purchaser (hereinafter referred to as "Products") under a separate written agreement between OXIDE and the purchaser (hereinafter referred to as "Purchaser").

1. Warranty Period of products

OXIDE warrants, to the original Purchaser of the OXIDE laser products (hereinafter referred to as "Products"; excluding Software, parts, consumables, and prototypes), that for the applicable warranty period of (i) twelve (12) calendar months from the date of delivery from OXIDE to Purchaser under the conditions of FCA Japan (such delivery shall be hereinafter called "Delivery (FCA Japan)" or, (ii) five thousand (5,000) operation hours whichever comes earlier (the "Warranty Period"), the Products shall be free from material defects in materials and workmanship and will conform in all material respects to the applicable Product specifications, under normal use and service when correctly installed, maintained, serviced and operated within the Product specifications for which they were designed.

2. Overhauling of Products

For Products returned to OXIDE by Purchaser for overhaul maintenance, OXIDE'S standard overhaul charges shall be applicable in addition to all freight charges and insurance from Purchaser's facility up to the original point of Delivery (FCA Japan). Unless otherwise stated in OXIDE'S quote, OXIDE warrants the same warranty conditions as above 1 for the overhauled Products, of which performance is restored to that of a new product. OXIDE shall be responsible for the freight and other expenses arising from the returning of the overhauled Product from OXIDE's facility to the original point of Delivery (FCA Japan).

3. Repair under warranty

During the Warranty Period, OXIDE will, at its option and in its sole discretion, repair or replace any Product which does not comply with the above warranty under above 1 or 2 without charge to Purchaser, provided that, within the Warranty Period, Purchaser shall notify OXIDE in writing within five (5) business days from discovery of the noncompliance (to be delivered to OXIDE by the end of Warranty Period) stating identification number and observed phenomenon of the subject Product(s).

Purchaser shall bear all freight charges and insurance up to the original point of Delivery (FCA Japan). Purchaser bears all risk of loss or damage to the Products until delivery at OXIDE'S

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designated facility. Repaired and replacement Products, parts and components shall be warranted for the remainder of the original warranty or for thirty (30) calendar days from date of shipment, whichever is longer.

OXIDE shall be responsible for the freight and other expenses arising from the returning of the repaired Product during the Warranty Period at DDP logistic warehouse in Purchaser's country. The Purchaser shall bear such expenses incurred after the Warranty Period, as being non-warranty repair.

4. Repair out of warranty

For parts or Products returned for repair that are not covered under warranty under above 1 or 2, OXIDE'S standard repair charges shall be applicable in addition to all shipping expenses. Unless otherwise stated in OXIDE'S repair quote, any such out-of-warranty repairs are warranted for thirty (30) calendar days from date of shipment of the parts or repaired Product. OXIDE may, at its discretion, use reconditioned components in the Service of Products or to satisfy its warranty obligations, provided that any reconditioned components used shall be functionally equivalent to new components. OXIDE shall be responsible for the freight and other expenses arising from the returning of the repaired Product during the Warranty Period at DDP logistic warehouse in Purchaser's country. The Purchaser shall bear such expenses incurred after the Warranty Period, as being non-warranty repair.

5. Summary of conditions in 1 to 4

Object: Products sold to the original Purchaser.

Return shipment is required to the original point of delivery.

<u>Object</u>	<u>Warranty period</u> <u>(in brief)</u>	<u>Return shipment to</u> <u>OXIDE</u>	<u>Re-shipment to</u> <u>Purchaser</u>
Products (new)	12 months or 5,000 hours, whichever earlier	Not applicable	Not applicable
Overhaul Service	12 months or 5,000 hours, whichever earlier	At Purchaser's costs and expenses to the original point of delivery.	At OXIDE's costs and expenses to the original point of delivery.

Repair under warranty	Remainder of the original warranty or for thirty (30) days from shipment, whichever longer.	At Purchaser's costs and expenses to the original point of delivery.	At OXIDE's cost and expenses at DDP logistic warehouse in Purchaser's country.
Repair out of warranty	30 days from shipment,	At Purchaser's costs and expenses to the original point of delivery.	At OXIDE's cost and expenses at DDP logistic warehouse in Purchaser's country.

6. Packing requirements

Return Products should be packed in original package material in the original manner, or to comply with OXIDE package specifications and environmental requirements.

7. Not covered by warranty

7-1. This warranty does not apply to any Product or part which, as determined by OXIDE in its sole discretion, (a) has been installed, operated, maintained, serviced, modified, altered or used other than in accordance with Product specifications recommended by OXIDE for the proper and normal use of the part or Product; (b) has been repaired, modified or altered by any party other than OXIDE or a third-party authorized in writing by OXIDE; (c) has been used in conjunction with parts or equipment not provided or authorized by OXIDE; (d) has been contaminated with corrosive, reactive, and/or harmful chemicals, gases or any radioactive materials; (e) has been subjected to unusual physical, thermal, electrical or optical stress, misuse, abuse, tampering, accident, contamination, negligence or neglect in use, storage, transportation or handling (including any failure to maintain appropriate environmental conditions as specified by OXIDE for a particular Product); (f) is a consumable item or an item requiring repair or replacement due to normal wear and tear; (g) is based on designs or specifications provided to OXIDE; (h) has been modified or altered such that OXIDE is unable to verify the alleged warranty nonconformance with its standard test equipment or procedure; or (i) is damaged as the result of a Force Majeure Event. If a seal is used on the Product, any removal or breaking of the seal shall void the warranty.

7-2. Calibrations performed in accordance with the application user manual shall not void the warranty if performed properly. The foregoing warranty does not apply to or cover (i) any Customer Furnished Material incorporated into the Products; (ii) damage to sensors; (iii) Products that are marketed and sold by OXIDE as a distributor for a third-party manufacturer and under such third-party manufacturer's name, except to the extent of any warranty that is

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expressly provided to OXIDE by such third-party manufacturer and is assignable by OXIDE to its customers; or (iv) on-site warranty repair unless otherwise agreed.

7-3. The foregoing warranty applies only so long as the Products remain in use in the country of purchase. To the extent the Products are removed from the country of purchase, the foregoing warranty may be voided at OXIDE'S discretion.

8. Limitations.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES ARE THE EXCLUSIVE AND SOLE WARRANTIES OF OXIDE FOR PRODUCTS, PARTS, SOFTWARE AND SERVICES. ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED AND EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THE OBLIGATIONS OF OXIDE SET FORTH IN THIS WARRANTY SECTION SHALL BE OXIDE'S SOLE LIABILITY, AND PURCHASER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTIES. WITHOUT LIMITING THE FOREGOING AND FOR THE AVOIDANCE OF DOUBT, ALL CONSUMABLE AND EXPENDABLE COMPONENTS ARE PROVIDED "AS IS."

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