



Vollmer America Spare Parts and Service Terms & Conditions of Sale 2023 ("Terms")

1. Limited Warranty; Limitation of Liability -

a. Spare Parts Warranty; In-house and Field Repair Labor Warranty

All spare parts ("Parts") manufactured by Vollmer GmbH and sold by Vollmer America in North America are warranted to be free of defects in material and workmanship for a period of one (1) year after shipment from Vollmer America ("Parts Warranty"). Damage caused by strip breakage or misuse is excluded from this Parts Warranty. Shear blocks, diamond contacts and certain other items are specifically excluded from this Parts Warranty as they are considered consumables. Charges against this Parts Warranty are limited to the value of the Parts and do not cover any required field service support or shipping charges to and from the buyer's site. Parts manufactured by others and sold by Vollmer America are sold with the manufacturer's warranty extended to the buyer. Work performed on customer owned materials and products either in our shop or at the buyer's site ("Service Labor") is warranted to be correct for a period of 90 days after the Service Labor is performed ("Service Labor Warranty"). This Service Labor Warranty is specifically limited to the actual Service Labor performed and not the living and transportation charges incurred by Vollmer America to supply a technician to and stay at, the buyer's site. Calibration services are NOT warranted. Work that is damaged by either use or misuse by the user after the date that the Service Labor was performed is NOT included in this Service Labor Warranty. **NO OTHER WARRANTY OR CONDITION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, HAS BEEN OR WILL BE MADE ON BEHALF OF VOLLMER AMERICA OR BY OPERATION OF LAW WITH RESPECT TO THE PARTS OR SERVICE LABOR. IN THE EVENT PARTS OR SERVICE LABOR DO NOT CONFORM TO SAID WARRANTY, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, VOLLMER AMERICA SHALL, AT ITS DISCRETION, EITHER REPLACE THE PARTS WITH CONFORMING PARTS, RETURN THE PURCHASE PRICE PAID FOR THE NON-CONFORMING PARTS, OR RE-PERFORM THE AFFECTED SERVICE LABOR.**

UNDER NO CIRCUMSTANCES SHALL VOLLMER AMERICA BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR FAILURE OF ANY REMEDY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLIER BASED, SECONDARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE HOWEVER ARISING OUT OF OR RELATING TO SERVICE LABOR, PARTS AND/OR THE USE OR INABILITY TO USE SUCH PARTS OR ITEMS AFFECTED BY THE SERVICE LABOR BECAUSE OF DEFECTS IN COMPONENTS OR SYSTEM DEFECT. THIS LIMITATION INCLUDES DEFECTS IN SOFTWARE AS WELL AS HARDWARE. IN NO EVENT SHALL VOLLMER AMERICA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY PARTS AND/OR SERVICE LABOR SOLD HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, FAILURE OF ANY REMEDY OR OTHERWISE, EXCEED THE PURCHASE PRICE BUYER PAID TO VOLLMER AMERICA FOR THE PARTICULAR PART OR AFFECTED SERVICE LABOR.

b. Warranty Claim Procedure – Vollmer America shall not be liable for a breach of the express warranties set forth in this Section 1 unless: (i) the buyer gives written notice of the defect, reasonably described, to Vollmer America within five (5) days of the time when the buyer discovers or ought to have discovered the defect; (ii) Vollmer America is given a reasonable opportunity after receiving the notice to examine such Parts or Service Labor and the buyer (if requested to do so by Vollmer America) returns such Parts to Vollmer America for the examination to take place there; and (iii) Vollmer America reasonably verifies the buyer's claim that the Parts or Service Labor are defective. If a Part needs to be replaced before the defective one can be returned for evaluation, a replacement Part will be sent if a Purchase Order in the amount of the current selling price of the Part is issued by the buyer. The Part will be sent and invoiced in this amount. In any case, the buyer is responsible for shipping charges of the new Part to the buyer and for the shipping charges of the defective Part to Vollmer America.

2. Installation and Start Up Charges – The cost to install, to calibrate, to start-up or to train the buyer in the use of a Part IS NOT INCLUDED in the

price of the Part. This work is quoted separately and is charged on an hourly basis plus charges for travel and living to and remaining at the buyer's site.

3. Handling Fee – A fee of \$24.95 (Twenty-Four and 95/100 US Dollars) will be added to each shipment of Parts to cover the cost of packaging and preparation of the shipping documents.

4. Payment Methods and Special Conditions – The buyer is responsible to make payment to Vollmer America within the time period specified in the price quote under terms of payment.

The use of **Automated Clearing House (ACH)** or **Electronic Funds Transfer (EFT)** systems to pay the invoiced charges is encouraged and does not incur any additional charges. Vollmer America reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by the buyer within the designated net terms. The buyer shall reimburse Vollmer America for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

All specially built Parts or Parts specific to the buyer's system are sold as **NON-CANCELLABLE** and **NON-REFUNDABLE**. These items are marked as such in the quotation. Special Parts may require a down payment in order to process the order.

5. Force Majeure – Vollmer America's obligations hereunder are subject to, and Vollmer America shall not be held responsible for, any delay or failure to make delivery of all or any part of the Parts or Service Labor due to acts or circumstances beyond the control of Vollmer America, including, but not limited to, labor difficulties, fires, casualties, accidents, earthquakes, acts of God, terrorist acts, transportation difficulties, epidemics and pandemics, inability to obtain Parts, materials or components or qualified labor sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing, at the option of Vollmer America, Vollmer America shall be excused from the performance hereunder or the performance of Vollmer America shall be correspondingly extended.

6. General - All purchase orders of the buyer shall, unless otherwise agreed in writing by Vollmer America, be in writing and set forth the quantity of the Parts and/or Service Labor desired, the desired delivery date, and all other relevant information necessary to effectuate shipment of the Parts and/or performance of Service Labor by Vollmer America. Vollmer America's sale of any Parts and/or Service Labor hereunder is expressly conditioned on the buyer's assent to these Terms. Any acceptance of Vollmer America's offer is expressly limited to acceptance of these Terms. Any purchase order from the buyer to Vollmer America shall constitute the buyer's assent to these Terms. Any additional, inconsistent or contrary terms provided by the buyer are hereby rejected and shall not become part of this agreement or any sale of Parts and/or Service Labor to the buyer unless specifically accepted in a signed writing by an authorized representative of Vollmer America. These Terms, together with any quotations, order confirmations or invoices provided by Vollmer America, constitute the entire agreement between the buyer and Vollmer America concerning the subject matter hereof and any representation, promise, course of dealing or trade usage not contained herein will not be binding on Vollmer America. No modification, amendment, rescission, waiver or other change of these Terms or any part hereof shall be binding on Vollmer America unless agreed in writing by an authorized officer of Vollmer America. If any provision hereunder is determined to be unenforceable, the remaining provisions shall remain in full force and effect. These Terms and each order made hereunder are deemed to be made in, and shall be construed and interpreted in accordance with the laws of the State of Pennsylvania, without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any order hereunder. Any suit, action or proceeding arising out of or relating to these Terms and each order made hereunder shall be instituted in a state or federal court located in the County of Allegheny, State of Pennsylvania, and the buyer irrevocably consents and waives all objections to the exclusive jurisdiction and venue of such courts in any such suit, action or proceeding.