



Hoffman Engineering Corporation

8 Riverbend Drive, P.O. Box 4430
Stamford, CT U.S.A. 06907-0430

NEW EQUIPMENT LIMITED WARRANTY
HOFFMAN ENGINEERING CORPORATION

Hoffman Engineering Corporation ("Hoffman") warrants to the original customer ("Buyer") that the products manufactured by it are free from defects in parts, materials and workmanship. **Hoffman makes no warranty expressed, implied or statutory regarding merchantability, fitness or adequacy for a particular purpose or use.**

Buyer waives all claims relating to products manufactured by Hoffman unless Hoffman receives the same in writing within one (1) year after the date the products are shipped to the Buyer. Claims for shortages, however, are waived if not received in writing within thirty (30) days after the date of shipment.

Buyer's exclusive remedy and Hoffman's sole liability on any claim, whether tort, contract or warranty, shall be limited to servicing the products returned, prepaid, to Hoffman's facility for that purpose and to the replacement or repair, in Hoffman's discretion, of any parts found to be defective upon examination by Hoffman.

Hoffman shall not be liable under any circumstances for any special, incidental or consequential damages to the Buyer or any third party resulting from the use of equipment manufactured by Hoffman.

Hoffman shall not be liable under any circumstances to the original Buyer or any other person where claimed damages result from abnormal conditions of operation or abuse.

Notwithstanding the foregoing, Buyer may not bring any action under or arising out of this warranty unless such action is commenced within two (2) years after the cause of action has accrued.

WARRANTY #9211N

REV. A – 01/2006



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EQUIPMENT REPAIR LIMITED WARRANTY
HOFFMAN ENGINEERING CORPORATION

Hoffman Engineering Corporation ("Hoffman") warrants to the original customer ("Buyer") that equipment repaired by it will be free from defects involving those repairs for a period of ninety (90) days after shipment. **Hoffman makes no other warranty whatsoever, expressed, implied or statutory regarding such repairs.**

Buyer waives all claims relating to the products Hoffman repairs unless received in writing by Hoffman within ninety (90) days after shipment of such repaired product.

Buyer's exclusive remedy and Hoffman's sole liability on any claim, whether tort, contract or warranty, shall be limited to the labor cost of repair and parts if the product previously repaired by Hoffman is returned to its facility, prepaid, provided Hoffman determines that such product's failure has resulted from repairs previously made by Hoffman.

Hoffman shall not be liable under any circumstances to the Buyer for costs of calibrations to instruments not repaired by Hoffman or for the loss of calibration resulting from equipment failure during or after any stated warranty when such equipment has been repaired, altered in any way whatsoever or calibrated by any facility other than Hoffman.

Hoffman shall not be liable under any circumstances for the special, incidental or consequential damages to the Buyer or any third party resulting from the use of equipment repaired or calibrated by Hoffman.

Hoffman shall not be liable under any circumstances to the Buyer or any other person where claimed damages result from abnormal conditions of operation or abuse.

Notwithstanding the foregoing, Buyer may not bring any action under or arising out of this warranty unless such action is commenced within two (2) years after the cause of action has accrued.

WARRANTY #9211R

REV. A – 01/2006



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SOFTWARE LIMITED WARRANTY
HOFFMAN ENGINEERING CORPORATION

Hoffman Engineering Corporation ("Hoffman") warrants to the original customer ("Buyer") that each software product manufactured by it is free from defects in materials and workmanship for a period of ninety (90) days from date of delivery. **Hoffman makes no warranty expressed, implied or statutory regarding merchantability, fitness or adequacy for a particular purpose or use.**

Buyer waives all claims relating to each software package developed by Hoffman unless Hoffman receives the same in writing within one (1) year after the date the software is shipped to Buyer. Claims for shortages, however, are waived if not received in writing within fifteen (15) days after the date of shipment.

Buyer's exclusive remedy and Hoffman's sole liability on any claim, whether tort, contract or warranty, shall be limited to, at Hoffman's option, repairing the product returned, prepaid, to Hoffman's facility for that purpose or replacing the same, provided it is found to be defective upon examination by Hoffman.

Hoffman shall not be liable under any circumstances for any special, incidental or consequential damages to the Buyer or any third party resulting from the use of said software product nor shall Hoffman be liable in anyway whatsoever for any errors contained therein.

Hoffman shall not be liable under any circumstances to the Buyer or any other person where claimed damages result from abnormal conditions of operation or abuse or from improper maintenance or installation on the hardware product, or from Buyer supplied software interfacing.

Notwithstanding the foregoing, Buyer may not bring any action under or arising out of this warranty unless such action is commenced within two (2) years after the cause of action has accrued.

WARRANTY #9211S

REV. A – 01/2006