**EQUIPMENT & PRODUCT WARRANTY TERMS**

 WHEREAS RITMO AMERICA, LLC (“Supplier”) supplies such Products as set forth in its purchase orders/invoices to Distributors and/or Buyers of such Products (collectively “Distributor/Buyer”); Supplier warrants said Products under the terms set forth herein, below, in this Warranty Agreement, acceptance of which terms by Buyer/Distributor is affected upon delivery of the Product(s):

 Except as otherwise provided in this Warranty Agreement any Products sold hereunder, in new condition, which:

 (1) have been properly transported and maintained by authorized persons,

 (2) have not been altered, modified in any way from their originally manufactured state, nor previously repaired or serviced by a technician who is not employed by Supplier,

 (3) were not sold in “used” condition and have not been previously used for “demonstration purposes”, and

 (4) have been operated within the limits of manufacturer recommended/rated and normal usage,

are warranted to conform to Supplier’s quoted Technical Specifications and to be free of defects in material and workmanship, as determined by Supplier’s inspection, for a period of two (2) years, from the original Invoice Date of the Product(s) from Supplier. Such warranties shall survive any inspection, delivery, acceptance or payment by Buyer/Distributor of such Equipment and services. Such warranties, shall be transferrable and run in favor of Buyer/Distributor, and its successors and/or assigns for the term of the warranty.

 The terms of this warranty do not apply to any Products which have a life, under normal usages, that is inherently less than two (2) years, or which are single or limited use items, as defined by Supplier. Product demonstrations, test parts, production time studies, production estimates and other such particulars furnished to Buyer/Distributor are only Supplier’s estimate and do not create any warranty in contract or at law, whether generally, or warranting a fitness for any particular purpose.

 Within the warranty period, Supplier will repair or replace without cost to Buyer/Distributor any product or parts covered by the warranty (*including, but not limited to: mechanical components, electrical components, accessory components, etc.*) which Supplier finds the manufacturing of which to be defective in material or workmanship, provided that the Buyer/Distributor gives the Supplier prompt notice. For the purposes of this agreement, “prompt notice” means written notice within seven (7) calendar days’ time from when Buyer/Distributor knew or should have known/discovered the defect for which repair is sought.

 All repair covered by this warranty must be done at Supplier’s principal place of business, or other such warranty repair facilities of Supplier as designated by Supplier unless Supplier specifically directs that this service be performed at another location. Any defect corrected within two (2) years from the original date of the Invoice Date of the Product(s) from Supplier, and found to be within this scope of the warranty will be repaired by Supplier and all charges for labor and materials, will be borne by Supplier.

 If it is determined by Supplier, that either no fault exists in Supplier, or the damage to be or which was repaired was caused by negligence or misuse of the Product(s) of Buyer/Distributor, its agents, employees assigns, or customers, as determined, after investigation by Supplier and in Supplier’s sole discretionary authority, Buyer/Distributor agrees to pay all charges associated with each such repair at the rates designated by Supplier on the applicable Price List in effect at the time the repair(s) were performed. Supplier may charge Buyer/Distributor all expenses of inspecting, unpackaging, examining, repacking, storing and re-shipping any such Buyer/Distributor damaged Product(s). Supplier shall not be liable under any warranty or other obligation, whether implied, express, at law, or in equity, if the alleged defect is not a defect purely in manufacturing workmanship or material.

 To facilitate efficient warranty services delivery, Supplier may, in its sole discretion, deliver to the Product’s location a variety of spare parts such as are reasonably believed to be of potential use in completing the Services (such spare parts, together with those parts removed for replacement during Warranty Services, being collectively “Supplier’s Property.”) Buyer/Distributor will cooperate with Supplier in maintaining Supplier’s Property in a secure location segregated from Buyer/Distributor’s equipment and/or inventory during Services and in providing access during normal business hours for delivery and pick up. Supplier is responsible for the packaging and cost of shipment of the Product(s) to and from Buyer/Distributor’s Installation Site as well as for all repair/replacement materials/parts. Should Buyer/Distributor elect to retain any unused Spare Parts after close of Warranty Services mission/repairs, Buyer/Distributor will be billed for such Parts at the rate(s) listed on Supplier’s Price List in effect as to that Buyer/Distributor as of the date of retention.

 Services under this warranty are provided during normal business hours and using standard freight delivery. Services and delivery may be otherwise provided, at a more expeditious rate, dependent upon availability of Supplier and any/all expediting costs will be invoiced to Buyer/Distributor, at Supplier’s applicable service rates, in accordance with Supplier’s service policies and practices and/or Price List in effect at the time the expediting services are requested by the Buyer/Distributor.

 THIS CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY SUPPLIER IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT, EQUITY, OR AT LAW. SUPPLIER HEREIN DISCLAIMS AND BUYER/DISTRIBUTOR HEREIN ACCEPTS THAT ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER/DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS.