

## MATRIX Limited Warranty

MATRIX warrants this automatic dispensing machine known as MATRIX™ ("Product") to be free of defects in material and workmanship for a period of 12 months commencing from the date of delivery of the Product ("Limited Warranty").

During the Limited Warranty, MATRIX will at its option, repair or replace defects in the Product or its components at no additional charge to the original buyer of the Product ("Customer") except as stated below.

This Limited Warranty does not include:

- Damage to Product resulting from accident or disaster, misuse, or abuse, modification or alteration, and attempted unauthorized repairs; or
- Shipping charges related to the return of defective parts to MATRIX or its local authorized agent or the vendor of the Product; or
- Shipments lost or damaged in transit after the date of delivery of the product where the Product or its components are not shipped in original packaging or packaging deemed equivalent by MATRIX; or
- Costs to MATRIX or its local authorized agent to service or repair the product on site at the Customer.

Limited Warranty service may be obtained by returning the defective Product or component during the Limited Warranty period to MATRIX or its local authorized agent with proof of purchase and date of delivery. MATRIX recommends the Customer first utilize support from MATRIX by E-mail and/or telephone support before returning the Product to MATRIX.

In case of a request by Customer to exercise Customer's right under this Limited Warranty, the Customer shall, at his own and exclusive expense, place the Product at MATRIX local authorized vendor premises for inspection, and repair or replacement if necessary. Customer shall bear and pay for all costs relating to transportation of the Product from Customer's premises to MATRIX local authorized agent's premises and back to Customer's premises once inspection and where required repair or replacement have been performed by MATRIX.

MATRIX retains the right to examine and inspect the Product once received from the Customer in order to determine, inter alia, the cause of the problem, and whether this Limited Warranty applies.

Any and all repairs shall be carried out at the premises of MATRIX and/or its local authorized agent.

Customer's exclusive remedy under this Limited Warranty and/or under the contract of sale or lease or license, is limited to repair or replacement of the defect covered by this Limited Warranty and not to any other remedy, whether pecuniary or other.

MATRIX, will, at its option, repair or replace this Product at no additional charge to the Customer; provided that the defect is within the scope of this Limited Warranty. Replacement parts will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts become the property of MATRIX.

In no event will MATRIX be liable for any damages, including lost profits, lost business, lost savings, downtime, or delay, labor, repair or material cost, injury to person or property, or other incidental or consequential damages arising out of the use, misuse or inability to use the Product, even if MATRIX has been advised of the possibility of such damages or losses, or for any claim by any other party.

This Limited Warranty is the only warranty offered by MATRIX and is in lieu of any implied warranties, including implied warranty of merchantability and fitness for a particular purpose. MATRIX reserves the right to waive its warranty policy if the Customer fails to pay for the Product in full and/or on a timely basis as set out on the face of the sale, license, lease or service invoices issued by MATRIX or its local authorized agent to Customer from time to time.

All terms and conditions of this Limited Warranty and Limitation of Liability are subject to the relevant law applicable in the country where the Product was purchased. If any provision hereof is declared by an authorized jurisdiction body to be invalid or unenforceable for any reason under the applicable law, then such provision shall be reformed to the extent necessary to make it valid and enforceable under that law. Every provision hereinabove is intended to be severable and, if any term or provision hereof is determined to be illegal, invalid or unenforceable for any reason whatsoever and cannot be reformed so as to be legal, valid and enforceable, such provision shall be deemed severed herefrom and the illegality, invalidity or unenforceability of such provision shall not affect the legality, validity and enforceability of the remainder of this Limited Warranty.