

WARRANTY AND RISKS

The warranty obligations of JD Manufacturing, Inc. (“Manufacturer”) for this product is subject to the terms set forth below:

Coverage

Manufacturer warrants that the product of the contract complies with the agreed specifications and that it is free from material defects and manufacturing defects at the commencement of the warranty.

In the event of a warranty claim, the Manufacturer, at its discretion, shall remedy the defect or provide a replacement item. The Manufacturer shall decide if the replacement item is new or refurbished.

The express warranties set forth in this agreement are in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Exclusions

The Manufacturer will assume no warranty in the following cases:

1. The cause of the defect being due to the use of parts provided by the Customer or due to parts, materials, or design molds specified by the Customer.
2. Unsuitable or improper use; incorrect installation, commissioning, or repair by the Customer or unapproved third parties.
3. Any change in the condition or mode of operation of the product by the Customer or by a third party and/or the installation of parts of extraneous origin.
4. Natural wear and tear, incorrect or negligent handling, or improper maintenance by the Customer.
5. Unsuitable operating media, climatic effects on the condition of the product, deficient construction work, any unsuitable construction base, chemical, electrochemical, or electrical influences.
6. Improper improvement or alterations of the product.
7. Unauthorized modifications to any part of the product that have been made by the Customer or third parties.
8. Unauthorized alteration of the software by the Customer.

PROVIDED that the Manufacturer is not responsible for the above-mentioned exclusions.

Customer does not warrant that the purchased product meets the requirement of any safety code of any country, state, municipality, or other jurisdiction. Customer assumes any and all risks and liabilities resulting from the use thereof, whether used individually or in combination with other products.

Warranty Period

The warranty term is 12 months.

The warranty term shall commence upon completion of the acceptance (Site Acceptance Test). If no installation has been agreed, the warranty term shall commence upon dispatch of the supplied products and shall be for 12 months.

In case of any delay on the dispatch, erection or the completion of the site acceptance test that is beyond the control of the Manufacturer, the warranty shall lapse at the latest 18 months after notification of readiness for dispatch. The warranty term shall be suspended for the duration of the time required for subsequent performance, however, for no longer than 18 months after commencement of the warranty term. The term shall not recommence.

The liability shall lapse upon expiration of the above-mentioned warranty period, unless one of the instances of the exclusion of liability limitation as above mentioned exists. In these cases, the Wyoming statute of limitations shall apply.

Limitations

The liability of the Manufacturer for direct damage to the product of the contract is limited to the net value of the order, subject to \$250,000.00 at the maximum.

The liability of the Manufacturer shall exclude lost profit or loss of production, loss of orders, goodwill, data, information, income, expected savings, or business relations (be it a case of direct damage, indirect damage, or consequential damage) as well as for any other indirect or consequential damage.

The Customer is obliged to mitigate any damage and prevent any further damage. Otherwise, the warranty will be void.

Supplied software

The software supplied by the Manufacturer must be used exclusively with the delivered product and is the sole and exclusive property of the Manufacturer. The Customer shall have no rights or interest in the software supplied by the Manufacturer. Copying the software is strictly prohibited without written consent by the Manufacturer.

Open Source Software (FOSS)

The software of the offered product possibly includes open-source software and third party software under royalty free licenses ("FOSS"). As far as FOSS is included, it will be indicated in an ANNEX FOSS – to the extent known at the time of its provision. However, the ANNEX FOSS will be updated according to the changes possibly necessitated by development of the product. A complete list of all used FOSS, depending on the development status of the offered product, is available on request and additionally will be provided upon completion of the product.

The FOSS in the product is subject to FOSS license agreements ("FOSS-Licenses"). Pursuant to these FOSS-Licenses, the Manufacturer shall pass on

their terms and conditions to the Customer who shall comply with these terms and conditions and fulfil respective obligations.

The rights under the FOSS-Licenses are being granted to the Customer, and in case the Customer passes on a copy of the product to a third party, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, the Manufacturer itself can neither grant nor obtain these rights for the Customer. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or the Manufacturer will make them available to the Customer upon request.

The Customer must, either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility for compliance with the applicable FOSS-Licenses. Furthermore, the Customer must agree that updates or new versions of the product software may contain different or additional FOSS or changes in the FOSS-Licenses. The Manufacturer will notify the Customer upon delivery of updates of this matter of fact and additional or altered FOSS-Licenses if applicable.

The FOSS itself has no impact on the sales price of the Manufacturer`s product and thus is provided free of charge and without monetary compensation.

Unless expressly stated otherwise in this quotation or respective order confirmation, this quotation or respective order confirmation does not include any service or support by the Manufacturer to the Customer regarding the fulfilment of their obligations resulting from FOSS-Licenses; any such service or support requires a separate agreement specifying such service or support and providing for a reasonable fee.

It is the Customer`s responsibility, as operator of the product, to ensure that the product to be delivered will satisfy and/or comply with the Customer's own requirements. The Customer, as operator of the product, is obliged to ensure safe operation of the product. If the Customer itself is not the operator of the product it must ensure that the operator complies with the aforementioned obligations. The Manufacturer will not accept any liability in cases of insufficient observance of these obligations unless such insufficient observance is considered to be attributable to the Manufacturer. To this extent the Customer shall indemnify the Manufacturer for any such claims by third parties.

Governing Law

This warranty shall be governed by and construed under the laws of the State of Wyoming, without regard to conflicts of law principles. Any action or proceeding arising from or relating to this warranty must be brought in a state or federal court located in Laramie County, Wyoming, and each party irrevocably submits to the exclusive jurisdiction of such courts and waives the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.