



SCHMIDT Technology Limited Product Warranty
(All press models, including associated controls, except Servo press)

SCHMIDT Technology warrants all parts and equipment to be free from defect in material and workmanship under normal use and service for a period of one (1) year from the date of delivery to the initial recipient after leaving Schmidt Technology, Cranberry Township, PA, or 2080 operating hours, or 10 million cycles, whichever comes first. Said warranty remains in effect only if said product or products are used and maintained in accordance with all instructions as to maintenance and operation set forth in the manuals and instructions furnished by SCHMIDT Technology. If at any time during the warranty period the buyer believes that any parts or equipment do not comply with the foregoing warranty, the buyer must promptly notify SCHMIDT Technology, and in any case the buyer shall not have any right to claim that any parts or equipment do not comply with the foregoing warranty unless the buyer notifies SCHMIDT of that claim before the end of the warranty period.

The foregoing warranty does not apply to (1) equipment or parts not manufactured by SCHMIDT Technology or (2) to equipment or parts altered or repaired by those other than SCHMIDT Technology so as, in SCHMIDT Technology's sole judgment, to adversely affect the same or (3) which shall have been subject to damage due to accidents or similar causes, or (4) to improper operation, use or storage.

With respect to parts, components, or systems not manufactured by SCHMIDT Technology, SCHMIDT Technology hereby assigns to the buyer all warranties (if any) which are provided by the other manufacturers whose parts, components or systems are included in SCHMIDT Technology's equipment or parts, but SCHMIDT Technology does not otherwise guarantee or have any other obligation with respect to those separate warranties.

The obligation of SCHMIDT Technology under this warranty shall be exclusively limited to the repairing or replacing of parts, which are determined by SCHMIDT Technology to be defective, upon delivery to and or inspection by SCHMIDT Technology, by prepaid freight. The determination of SCHMIDT Technology shall be final. SCHMIDT Technology assumes no responsibility for reimbursing repair or replacement parts incurred without its prior written authorization. If, in any case, SCHMIDT Technology determines in its sole and final discretion that the nature of the defects preclude remedy by repair or replacement of parts, SCHMIDT Technology reserves the right to satisfy its warranty obligation in full by either replacing the product, FOB Cranberry Twp., PA, or by refunding the purchase price on return of all products. In no event shall SCHMIDT Technology's liability under this warranty exceed the purchase price paid for the products. THE REMEDIES SET FORTH IN THIS PARAGRAPH ARE THE SOLE REMEDIES FOR ANY CLAIM FOR BREACH OF WARRANTY.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SCHMIDT TECHNOLOGY, AND SCHMIDT TECHNOLOGY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT.

SCHMIDT TECHNOLOGY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) SUFFERED BY THE BUYER FOR ANY REACH, DEFAULT OR ALLEGED BREACH OR DEFAULT UNDER THE FOREGOING WARRANTY OR UNDER ANY OTHER WARRANTY, WHETHER THE BUYER'S CLAIM IS STATED AS A BREACH OF CONTRACT, TORT OR ANY OTHER THEORY.

January 14, 2002