GENERAL TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale set forth herein shall be applied to and govern all offers, orders and agreements for the sale of PRODUCTS (as hereinafter defined), made, accepted or entered into by LAMETAL to or with any PURCHASER.

The provisions of these Conditions are severable and if any provision is held to be invalid or unenforceable, it shall be severed and the remaining provisions shall be enforced to the fullest extent possible.

Any headings are for convenience only and shall not affect the construction of these Conditions.

By placing an order with LAMETAL or accepting an offer by LAMETAL, the PURCHASER agrees to these General Terms and Conditions of Sale as set forth below:

1.DEFINITIONS

"LAMETAL" shall mean LAMETAL Oy and/or any of its operating subsidiaries.

"PRODUCTS" or "PRODUCT" shall mean all products, equipment, goods and accessories sold by LAMETAL, including any manuals relating thereto.

"PURCHASER" shall mean any purchaser of PRODUCTS.

"Agreement" shall mean any agreement for the sale of PRODUCTS, whether entered into by way of the PURCHASER's order and LAMETAL's acceptance thereof or any other method, including these General Terms and Conditions of Sale as an integral part thereof.

"Start-Up" shall mean the first start-up of the PRODUCT, which shall be deemed to occur within thirty (30) days of delivery of the PRODUCT, if not otherwise agreed to in writing by a person duly authorised by LAMETAL.

"System" or "Systems" shall mean all computer control/controlled systems and thereto related software developed, owned and/or installed by LAMETAL to the PRODUCTS and included as an integral part of any PRODUCT.

2.DELIVERY TERMS ETC.

All references to trade terms shall be interpreted in accordance with Incoterms 2010, or any revised version thereof in force at the time of entering into the Agreement.

Unless otherwise agreed in writing, quoted or stipulated dates for delivery are estimates only and despatch of an order shall not be subject to any expressed or implied time limit.

All sales shall include only those PRODUCTS, installation, training, work and services expressly specified in the Agreement and they must comply with all applicable import, export and Exchange Control regulations. For such purpose, the PURCHASER shall notify the applicable regulations to LAMETAL before delivery of any PRODUCTS so that LAMETAL can take the regulations into account when delivering the PRODUCTS and invoicing them in accordance with clause 7 below.

3.PRODUCT INFORMATION

All information and data contained in brochures, drawings, catalogues, price lists and other similar documents which are either provided by LAMETAL or are otherwise acquired by the PURCHASER and which relate to the PRODUCTS are for information purposes only, and are binding only to the extent that the contents of any such document are expressly incorporated in writing in the Agreement.

4.VALIDITY OF OFFERS AND ORDERS

Any obligation or liability on LAMETAL'S part is subject to the terms of payment and all other obligations of the PURCHASER towards LAMETAL under the Agreement being strictly observed.

Inclusion by the PURCHASER of any terms inconsistent with or in addition to the terms and conditions set forth in these General Terms and Conditions of Sale in any offer or order is not binding on LAMETAL but shall be regarded as a counter-offer subject to the express and written acceptance by a person duly authorised by LAMETAL.

Unless otherwise stated herein, agreed in writing or previously withdrawn, every offer is open for acceptance for 30 days from the date of submission to the PURCHASER. No order shall be binding on LAMETAL unless it is confirmed on behalf of LAMETAL in writing by a person duly authorised by LAMETAL.

Any order or acceptance of any offer shall include all order terms and sufficient detailed information to allow LAMETAL to complete delivery. If this information is not supplied in due time, LAMETAL shall be free to amend the prices quoted in the offer or order to cover any subsequently realised increase in cost. The information should be provided on the order entry and specification forms supplied by LAMETAL where practicable.

5.CANCELLATION OF ORDERS OR RETURN OF PRODUCTS

Orders may not be cancelled or PRODUCTS returned other than with LAMETAL's prior written consent. All costs and expenses incurred by LAMETAL up to the time of cancellation and all loss or damage by reason of such cancellation shall be reimbursed by PURCHASER to LAMETAL forthwith. LAMETAL reserves the right to charge PURCHASER for any costs incurred due to suspension or deferment of an order, however, always at least 15% of the purchase price of the cancelled order.

6.DELIVERY AND INSPECTION DELAY

The PURCHASER will be deemed to have accepted the quantity of the PRODUCTS as being strictly in accordance with the Agreement:

(a) if, upon the conclusion of the Start-Up or upon taking into use of the PRODUCTS, whichever comes first, the PURCHASER does not notify LAMETAL in writing of any shortage or deficiency; or

(b) unless the PURCHASER has notified LAMETAL of any deficiency or shortages within fourteen (14) days of receipt or taking into use of the PRODUCTS.

If PURCHASER fails to accept delivery at the delivery time he shall nevertheless pay any part of the purchase price which becomes due on delivery as if delivery had taken place.

If delay in delivery is caused by any of the circumstances mentioned in clause 20 below or by act or omission on the part of the PURCHASER including suspension due to late payment or anticipated non-performance, the time for delivery shall be extended by a period which is reasonable having regard to all circumstances. This provision applies regardless of whether the reason for delay occurs before or after the agreed time for delivery.

If there is a delay in delivery for a reason attributable to LAMETAL, and if no suspension has been agreed upon between LAMETAL and PURCHASER on the basis of anticipated delay, the PURCHASER is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 percent of the purchase price calculated for each completed week of delay. The liquidated damages shall not exceed 7.5 percent of the purchase price of the delayed delivery. If only part of the PRODUCTS is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the PRODUCTS as cannot in consequence of the delay be used as intended by the parties. The liquidated damages become due at the PURCHASER's written demand but not before delivery has been completed or the Agreement is terminated. The PURCHASER shall forfeit his right to liquidated damages if he has not lodged a claim for such damages within six months after the time when delivery should have taken place. Liquidated damages is the only remedy available to the PURCHASER in case of delay on the part of LAMETAL.

7.PRICES AND PAYMENT

Unless otherwise agreed, all quoted prices are for delivery FCA LAMETAL's plant. If other delivery terms are agreed upon, LAMETAL reserves the right to increase the price quotation to cover any additional costs.

Unless otherwise agreed, all prices charged by LAMETAL are strictly net. Prices do not include any federal, provincial, state or local sales, use or other taxes, which taxes will be added to the sales price for PURCHASER's account, unless the PURCHASER provides an exemption certificate. The PURCHASER shall also always pay all import, customs and other duties, taxes and fees as well as the costs of carrying out customs formalities payable upon importation.

If after the conclusion of any Agreement LAMETAL shall incur additional costs (including but not limited to taxes, duties, charges and other similar payments) by reason of any change in law or its interpretation or due to a requirement or order of any authority or on account of any similar reason, such additional costs shall be charged to the PURCHASER in such a manner as LAMETAL sees fit, so that LAMETAL receives the same amount for the PRODUCTS as it would have received had no such additional amounts become payable.

Payment for all PRODUCTS with a destination in the country of manufacturer shall be made within thirty (30) days after the date of despatch.

All export PRODUCTS shall be paid for in cash in the agreed currency upon the presentation of shipping documents, or the PRODUCTS shall be secured by the PURCHASER's Irrevocable Letter of Credit in favour of LAMETAL or its designee. This Letter of Credit must be acceptable in content to LAMETAL, consistent with the terms of the Agreement, be irrevocable, be issued by or secured by a major bank acceptable to LAMETAL. All bank charges and reimbursement commissions, including confirmation commission are to be paid by the PURCHASER.

Payment shall be made in full without any deductions, counterclaims, or set off. Expenses incurred in remitting payments are the PURCHASER's responsibility.

If PURCHASER is in default in any payment, LAMETAL may declare all payments for PRODUCTS delivered immediately due and payable with the maximum legal interest thereon from the due date of the payment, stop all further deliveries and suspend all LAMETAL's further performance of the Agreement until payments are brought current, require return of the shipment at the PURCHASER's expense and/or require advance payment for future shipments.

Interest on overdue payments shall be the maximum legal interest rate from the due date.

If the PURCHASER has not paid any amount within one (1) month from its due date LAMETAL shall be entitled to terminate the Agreement by notice in writing to the PURCHASER and to claim compensation for the loss incurred.

8.WARRANTY

LAMETAL Warranty Terms (Appendix 1) shall apply to all deliveries of the PRODUCTS.

These are the only warranties applicable to the sales of any PRODUCTS and replace any other warranties or liabilities against deficiencies or defects, hidden or otherwise, and any other obligation or liability relating to or arising on the basis of defects in the PRODUCTS, unless otherwise agreed by both LAMETAL and the PURCHASER. In no event does LAMETAL give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed between LAMETAL and the relevant manufacturer/supplier.

In order to be able to avail himself of the rights under this clause, the PURCHASER shall inspect the PRODUCTS and notify LAMETAL in writing of the inspection and possible defects in material or design without delay and not later than (14) fourteen days from receipt of the PRODUCTS. The PURCHASER shall ensure that LAMETAL shall have the opportunity to verify that the PRODUCTS are duly covered by LAMETAL's warranty and to inspect and remedy any alleged defects.

LAMETAL'S above mentioned warranty shall expire and become void immediately, if the PURCHASER or any other purchaser or user of the PRODUCTS removes or tampers with or adds any parts or components of or to the PRODUCTS or replaces the original parts or components of the PRODUCTS with any other parts or components, irrespective of whether these are manufactured or supplied by LAMETAL or another party, or modifies the PRODUCTS in any way, unless LAMETAL'S prior written approval therefore is obtained.

LAMETAL's warranty shall also expire and become void immediately, if any System is removed from the relevant PRODUCT, or the System or related software are modified or otherwise tampered with as referred to under clause 10 below, or used for any other purpose or in any other manner than that specified in the Agreement.

In the event that LAMETAL's warranty expires due to the reasons set forth above, LAMETAL shall no longer be obligated to repair, service or maintain the PRODUCTS or Systems in accordance with the relevant warranty. LAMETAL may, however, if it sees fit, carry out such maintenance and repair work as it deems necessary also thereafter and is entitled to receive payment for such work in accordance with its usual charges.

In the event that the PURCHASER wishes to return any PRODUCTS or any parts of the PRODUCTS to LAMETAL because of defects in the PRODUCTS or parts, or due to the PRODUCTS or parts having been damaged, the PURCHASER shall notify LAMETAL of its such intention without delay, and LAMETAL shall then arrange for the carriage of such PRODUCTS or parts to LAMETAL'S plant at LAMETAL's own cost. No PRODUCTS or parts may be returned by the PURCHASER to LAMETAL without LAMETAL's prior written consent, and LAMETAL will not accept any liability for costs incurred by the PURCHASER in connection with returning PRODUCTS or parts, or otherwise, without such consent.

9.INTELLECTUAL PROPERTY

LAMETAL is and will remain the sole owner of all the intellectual property rights relating to the PRODUCTS and any intellectual property rights created in connection with the performance of the Contract.
Upon Order Acceptance and, subject to the full payment of the price for the PRODUCTS LAMETAL grants to the PURCHASER a non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to use LAMETAL's intellectual property rights residing in or provided with the PRODUCTS to the extent necessary for installing, operating and maintaining the PRODUCTS. Unless otherwise specified in writing, this limited license shall continue unless terminated pursuant to these Terms. The PURCHASER may not reproduce, modify, adapt, alter, translate, reverse engineer or create derivative works from any PRODUCTS in all or in part, without LAMETAL's prior written consent.

LAMETAL assumes no duty to indemnify the PURCHASER for any infringement of patents, trademarks, registered designs, copyright or any other intellectual property.

LAMETAL reserves the right to conduct any litigation that may ensue and all negotiations for the settlement of any claim relating to any intellectual property right relating to the PRODUCTS.

10.SOFTWARE AND COMPUTER CONTROL(LED) SYSTEMS

Where the sale of any PRODUCT comprises also Systems, of which LAMETAL is the copyright holder, the PURCHASER shall only be granted the right to use the relevant System in accordance with the terms set forth in these Conditions and in the Agreement, while title to and any and all rights relating to the System shall remain vested in LAMETAL.

The PURCHASER must not, without the prior written consent of LAMETAL, modify any System or remove it from the PRODUCT, make copies of the relevant software or sell, transfer or otherwise dispose of or distribute the System or use it for any other purpose or in any other manner than that defined in the Agreement. The PURCHASER shall ensure that also its agents, employees or other representatives comply with this provision. LAMETAL shall be entitled to verify at its discretion that the PURCHASER complies with the above at any given time and the PURCHASER agrees to allow the representatives of LAMETAL to carry out such inspections as they see fit for such purpose.

In case of the PURCHASER's or its agent's, employee's or other representative's breach of or failure to comply with the provisions concerning the Systems, LAMETAL shall not be liable for any personal injury or damage to property, nor any direct, indirect or consequential damage or loss that may be caused to the PURCHASER or any third party as a result of such breach or failure or by the PRODUCT or its use.

The PURCHASER shall fully indemnify and hold LAMETAL harmless against any claims, losses or damage that LAMETAL may incur as a consequence of the PURCHASER's said breach or failure. As the amount of damage incurred by LAMETAL due to such a breach or failure may be extremely difficult to determine, the remedy available to LAMETAL therefore shall be either liquidated damages payable by the PURCHASER in the minimum amount of EUR 150,000 or its equivalent in another currency to be separately agreed, or if LAMETAL shall be able to prove that the amount of the actual damage suffered by it is higher, the PURCHASER shall pay to LAMETAL the amount of the damage in full.

11.PROPRIETARY INFORMATION

In addition to information and documents relating to Systems, all drawings, patterns and manufacturing specifications supplied by LAMETAL remain LAMETAL's property and may not be copied or disclosed to any third party without LAMETAL's prior written consent.

In the event of disclosure of proprietary information of LAMETAL by the PURCHASER, the PURCHASER shall be liable for all damage incurred by LAMETAL as a consequence of any such unauthorized disclosure.

LAMETAL will provide the PURCHASER with the documentation and instructions necessary for the operation and maintenance of the PRODUCTS at the latest with the dispatch of the PRODUCTS.

12.LOCAL LAWS AND REGULATIONS

The PURCHASER shall, upon the request of LAMETAL, assist to the best of its ability in obtaining information concerning the local laws and regulations of the PURCHASER's jurisdiction applicable to the PRODUCTS, and any related taxes and payments.

13.ADDITIONAL CHARGES

In the event of suspension of work on PURCHASER's instructions or through PURCHASER not having given LAMETAL adequate instructions, the price of the PRODUCTS shall be increased to cover any extra expense incurred by LAMETAL.

Any work carried out by LAMETAL after the expiry for any reason whatsoever of LAMETAL's applicable warranty shall be charged to the PURCHASER in accordance with LAMETAL'S list of charges current at the time.

14.PACKING

LAMETAL shall be responsible for ensuring that protection from sea water is provided where necessary. An additional amount may be added to the purchase price for any additional packing requested by the PURCHASER. LAMETAL reserves the right to alter its said packing practice if deemed necessary because of the nature of a particular PRODUCT or any requirements of the PURCHASER.

15.PERFORMANCE AND TESTING

LAMETAL PRODUCTS are inspected, and where practical, submitted to standard tests at the LAMETAL works before despatch.

Any performance figures provided by LAMETAL are based on prior experience and are as LAMETAL expects to obtain on test. LAMETAL will accept liability for subsequent failure to meet the figures only if LAMETAL has specifically warranted the performance figures in a written document signed by a duly authorized officer of LAMETAL.

LAMETAL makes no representation or warranty that any PRODUCTS have sufficient and suitable capacity and performance or are fit for any purpose of the PURCHASER, including any particular purpose which LAMETAL may have actual or constructive knowledge of.

If the PRODUCTS comprise parts or components or computer control systems (including related software) manufactured or supplied by any third party, LAMETAL does not warrant the capacity or performance thereof, and it shall not be liable for any failure of or damage caused to any PRODUCT by

such component, unless the component has been accepted or tested by LAMETAL in advance to ascertain its suitability with the PRODUCT to achieve such performance or capacity as is normal in the experience of LAMETAL.

Unless otherwise agreed in writing, if special tests in the presence of the PURCHASER are required, these shall be made at the PURCHASER's works and LAMETAL shall be entitled to make an additional charge for carrying out such tests. In the event of PURCHASER's delay in attending such tests, after (7) seven days' notice that the PRODUCTS are ready for tests, the tests will proceed in the PURCHASER's absence and shall be deemed to have been made in the PURCHASER's presence.

16.STORAGE

If LAMETAL does not receive forwarding instructions sufficient to enable it to dispatch the PRODUCTS within fourteen (14) days after notification by LAMETAL that the PRODUCTS have been tested as provided in clause 15 hereof or that the PRODUCTS are ready for dispatch, PURCHASER shall take delivery of the PRODUCTS at LAMETAL'S plant without delay or arrange for appropriate storage of the PRODUCTS and the PRODUCTS shall after LAMETAL'S such notice or the PURCHASER'S taking of delivery or placing the PRODUCTS in storage, whichever is the earliest, be at PURCHASER's sole risk. LAMETAL is prepared, however, if its storage facilities permit, to store the PRODUCTS at PURCHASER's sole risk making a charge for such storage until the PRODUCTS are dispatched. Such charge shall be calculated as agreed from case to case and be in addition to the agreed purchase price of the PRODUCTS. Payment of the purchase price and the additional charge shall be due for the PRODUCTS as if dispatched at the time agreed in the Agreement. Any charges for storage or demurrage after dispatch must be paid by PURCHASER.

17.CHANGES IN DESIGN

LAMETAL reserves the right, but is not obliged, to modify the design and construction of PRODUCTS before delivery is made in order to incorporate improvements or to substitute material equal or superior to that originally specified. Any major changes in design however require the prior approval of the PURCHASER.

18.RETENTION OF TITLE AND RISK OF LOSS

LAMETAL RETAINS OWNERSHIP OF, TITLE TO, AND THE RIGHT TO REPOSSESS AND/OR DISPOSE OF ANY PRODUCTS SOLD TO THE PURCHASER UNTIL THE PURCHASE PRICE OF THE PRODUCTS AND ANY OTHER AMOUNTS DUE TO LAMETAL FOR THE PRODUCTS ARE PAID FOR IN FULL to the extent that such retention of property is valid under the applicable law. If required by LAMETAL, the PURCHASER shall provide insurance for LAMETAL's benefit to protect LAMETAL's interest against loss or damage until all amounts due have been paid in full. Ownership of and title to the PRODUCTS (exclusive of Systems relating thereto) shall pass to PURCHASER when LAMETAL has received the above sums in full.

In the event that retention of title is not valid under the applicable law, LAMETAL reserves a purchase money security interest in the PRODUCTS sold until the purchase price and any other amounts due in connection with the PRODUCTS are paid in full.

Unless otherwise agreed, the risk of loss of the PRODUCTS shall pass to the PURCHASER at the agreed delivery time in accordance with the agreed terms of delivery. If not otherwise agreed all deliveries shall be FCA.

If, in the case of delivery agreed to be FCA, LAMETAL, at the request of the PURCHASER, undertakes to send the PRODUCT on PURCHASER's behalf to its destination, the risk for the PRODUCTS shall pass not later than when the PRODUCT is handed over to the first carrier.

PURCHASER shall not encumber or permit others to encumber the PRODUCTS in any manner.

In the event legal action is necessary to enforce any of PURCHASER's obligations under any Agreement, LAMETAL shall be entitled to recover court costs and reasonable attorney's fees from the PURCHASER.

19.LIMITATION OF LAMETAL'S LIABILITY

The PURCHASER shall be solely responsible for providing accurate information to LAMETAL on the intended use of the PRODUCTS and on the environment and conditions in which the PRODUCTS will be used. The PURCHASER shall also be responsible for complying with the requirements of local authorities. Accordingly, LAMETAL shall not be liable for any costs, loss or damage that may arise due to such information not being correct or due to the PURCHASER using the PRODUCTS in another manner or operating them in other conditions than those that it has notified to LAMETAL.

The PURCHASER acknowledges that LAMETAL has no control over and is not responsible for the manner in which any PRODUCT is used or otherwise dealt with by the PURCHASER or any subsequent purchaser or user. Accordingly, LAMETAL shall not be liable for any personal injury or damage to property caused by the PRODUCTS or resulting directly or indirectly from the installation, maintenance, use or operation of the PRODUCTS, or the failure of the PRODUCTS to comply with any applicable safety laws or regulations after delivery to the PURCHASER. Nor shall LAMETAL be liable for any damage to products manufactured by the PURCHASER, or to products of which the PURCHASER's products form a part unless otherwise separately agreed in writing between LAMETAL and the PURCHASER.

The PURCHASER shall be fully responsible for ensuring that all warning labels required by the jurisdiction where the PRODUCTS are used are affixed and that all applicable safety and operation procedures are followed. The PURCHASER shall also be responsible for ensuring that the personnel operating the PRODUCTS is properly trained to operate the PRODUCTS and aware of all the necessary safety instructions and that all necessary warning labels are continuously adhered to.

The PURCHASER shall indemnify, defend, and hold LAMETAL harmless against any claims by any third parties (including but not limited to the PURCHASER'S employees, agents, distributors and other representatives) and shall reimburse to LAMETAL any and all sums that LAMETAL may be obligated to pay on the basis of such claims, whether for personal injury or damage to property caused by the PRODUCTS while the PRODUCTS are in the possession of the PURCHASER or due to any of the events or circumstances described above in this clause 20.

20.FORCE MAJEURE

Neither LAMETAL nor the PURCHASER shall be considered in default or liable under the Agreement because of the following circumstances: wars, riots, hostilities, public disorder, strikes, lockouts or other industrial disputes, epidemics, fires, floods, acts of God, governmental restrictions and actions such as expropriations, requisitions, confiscations, import and export embargoes and currency restrictions, inter alia, acts or orders of any court or other authority of competent jurisdiction, shortage of water, power, labour, transport facilities or necessary materials or supplies, default or failure of carriers, breakdown or loss of production, or any other circumstances beyond the reasonable control of either party (Force Majeure).

A circumstance referred to in this clause which had occurred prior to the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be reasonably foreseen at the time of formation of the Agreement.

As soon as either party knows its performance under the Agreement is likely to be affected by force majeure the affected party shall give written notice to the other party setting out all relevant details of the delay within the earlier of: (a) two weeks of the time that the party acquired knowledge of the cause of the delay or failure or (b) one month of the cause of the delay or failure arising.

Regardless of what might otherwise follow from the Agreement, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance is suspended by Force Majeure for more than six months.

21.CONSEQUENTIAL LOSSES

To the extent permitted by law, neither party is liable to the other party for any punitive or pure economic cost, indirect, incidental, special or consequential loss or damage; economic loss; loss of opportunity; loss of production; loss of use; loss of sales; loss of goodwill; loss of profit or anticipated profit; or revenue, in each case whether foreseeable or not, suffered or incurred by the other party howsoever arising, including out of a breach by the other party of this Contract, a tortious or delictual (including negligent) act or omission, in equity, a breach of a statutory duty or obligation, or otherwise (whether or not such loss or damage was foreseeable by either party).

To the extent permitted by law, at all times, LAMETAL's total aggregate liability shall be capped at 100% of the amounts paid under the Agreement.

22.ARBITRATION AND APPLICABLE LAW

These Conditions and the Agreement shall be governed by and interpreted and construed in accordance with the laws of the country of the LAMETAL entity which has entered into the Agreement. Any disputes arising from or relating to these Conditions or the Agreement, or the performance of the parties' obligations thereunder, shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator, appointed in accordance with said rules, supplemented as necessary by the procedural rules of the laws of Finland. Unless otherwise agreed the proceedings shall be conducted in the English language.

Notwithstanding the above, the PURCHASER and LAMETAL agree that all monetary claims not exceeding one hundred thousand U.S. Dollars (USD 100,000) may be brought before the general courts of Finland or any other competent jurisdiction.

Appendix 1

LAMETAL WARRANTY TERMS

LAMETAL, as defined in General Terms and Conditions of sale, warrants STARK branded products sold by it to be free from defects in material and workmanship.

In order to LAMETAL warranty to become valid, a WARRANTY REGISTRATION FORM of the unit must be filled in properly and returned to LAMETAL by e-mail, by fax or by mail, immediately after delivery to the first user.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING:

Warranty Period:

The warranty period for the product is 12 months, starting from the date of delivery of the product to the first user.

Warranty for spare parts is six (6) months from the assembly of the part.

Anyhow, the warranty is valid max 18 months from the date of delivery from LAMETAL.

Warranty Administration:

LAMETAL must have a properly filled LAMETAL warranty claim form concerning any defect during the warranty time.

LAMETAL must be informed in writing within thirty (30) days from the date of defect. Otherwise the LAMETAL is discharged from the warranty responsibility as far as the defect in question is concerned.

After receiving properly filled LAMETAL warranty claim form concerning the defect and providing that the defect proves to be covered by this warranty, LAMETAL at its sole discretion will make a credit note or either repair or replace the defective parts free of charge.

The cost of shipping and the cost of labor for installing repaired or replaced parts are however excluded. Delivery terms for the parts are FCA LAMETAL plant.

All defective parts must be at LAMETAL disposal and identified until the respective claim has been handled by LAMETAL.

Upon request, any defective part must be returned to LAMETAL for inspection. The cost of shipping defective parts is to be borne by user. Any parts which are replaced on basis of this warranty become property of LAMETAL.

A free replacement of parts will not extend the unit warranty time.

Responsibilities of the user:

The user is responsible for:

- Labour costs
- The costs related with removal and reinstallation of the product from the base machine.
- The costs related with transporting the product or parts shipping charges.
- Travelling and travel time costs of repair personnel.
- Local taxes, if applicable.
- Costs to investigate complaints.
- Giving timely notice of a warrantable failure in writing and promptly making the product available for repair.
- Not using the product after warranty failure is noticed, so that it will not cause further damage.
- Maintenance and operation as indicated in the LAMETAL Instruction Manual of the product.
- Wear costs of consumable items such as blades, frame, filters, hoses etc.
- All consequential costs related with the usage of dealer-installed accessories, hydraulic oil, hydraulic hoses and basic plates or adapters not manufactured by LAMETAL.

LIMITATIONS:

The LAMETAL is not responsible for failures resulting from:

- Any use or installation, which LAMETAL judges improper.
- Accessory items & parts not sold by LAMETAL.
- Basic plates and adapters made by third party and not approved by LAMETAL.
- Abuse, neglect, careless use and operation and /or improper repair.
- Unreasonable delay of the user in making the product available after being notified a potential product problem.
- Any alteration and/or modification made to the product without written permission from LAMETAL

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These terms are valid for one (1) shift work only. If product is used more than ten (10) hours a day, the warranty will be shortened proportionally.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY THE LAMETAL, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM LAMETAL SELLS, WHICH IS WARRANTED TO THE USER BY IT´S MANUFACTURER.
THE ENTIRE SCOPE OF THE LAMETAL'S OBLIGATIONS AND LIABILITIES, AFTER THE DELIVERY TO THE USER OF THE RESPECTIVE PRODUCT AND REGARDING THE SAME, IS SET FORTH IN THIS WARRANTY. LAMETAL SHALL IN NO CASE BE SUBJECT TO ANY OTHER LIABILITIES WITH RESPECT TO PRODUCTS MANUFACTURED OR FURNISHED BY IT OR ANY ACTS OR OMISSIONS RELATING THERETO UNDER NO CIRCUMSTANCES SHALL LAMETAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED.