

GENERAL TERMS AND CONDITIONS

Please read this document carefully with respect to our product warranty policy before using our Panasonic Electric Works SUNX products ("Products"). If you have any questions or comments regarding do's and don'ts of the Products, please consult your local Panasonic Electric Works SUNX authorized dealer for the correct use and application of the Products.

1. PRODUCT MODIFICATION & DISCONTINUANCE:

Panasonic Electric Works SUNX expressly reserves the right to modify, including the right to discontinue, any of the Products, prior to their order, from time to time without notice.

2. WARRANTIES:

- (1) Subject to the exclusions stated in 3 (EXCLUSIONS) herein below, Panasonic Electric Works SUNX warrants the Products to be free of defects in material and workmanship for a period of one (1) year from the date of shipment under normal usage in environments commonly found in manufacturing industry.
- (2) Any Products found to be defective must be shipped to Panasonic Electric Works SUNX with all shipping costs paid by Purchaser or offered to Panasonic Electric Works SUNX for inspection and examination. Upon examination by Panasonic Electric Works SUNX, Panasonic Electric Works SUNX will, at its sole discretion, repair or replace at no charge, or refund the purchase price of, any Products found to be defective.

3. EXCLUSIONS

- (1) This warranty does not apply to defects resulting from any cause:
 - (i) which was due to abuse, misuse, mishandling, improper installation, improper interfacing, or improper repair by Purchaser;
 - (ii) which was due to unauthorized modification by Purchaser, in part or in whole, whether in structure, performance or specification;
 - (iii) which was not discoverable by a person with the state-of-the-art scientific and technical knowledge at the time of manufacture;
 - (iv) which was due to an operation or use by Purchaser outside of the limits of operation or environment specified by Panasonic Electric Works SUNX;
 - (v) which was due to Force Majeure; and
 - (vi) which was due to any use or application expressly discouraged by Panasonic Electric Works SUNX in 5 (CAUTIONS FOR SAFE USE) hereunder.
- (2) This warranty extends only to the first purchaser for application, and is not transferable to any person or entity which purchased from such purchaser for application.
- (3) The performance data presented in this catalogue is only for guidance and shall not constitute any performance warranty by Panasonic Electric Works SUNX.

4. DISCLAIMERS

- (1) Panasonic Electric Works SUNX's sole obligation and liability under this warranty is limited to the repair or replacement, or refund of the purchase price, of a defective Product, at Panasonic Electric Works SUNX's option.
- (2) THE REPAIR, REPLACEMENT, OR REFUND IS THE EXCLUSIVE REMEDY OF THE PURCHASER, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PANASONIC ELECTRIC WORKS SUNX AND ITS AFFILIATED ENTITIES BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, THE COST OF PROCUREMENT OF SUBSTITUTED GOODS, SERVICES OR TECHNOLOGIES, OR FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PRODUCTS.

5. CAUTIONS FOR SAFE USE

- (1) The applications shown in this catalogue are only suggestions, and it is Purchaser's sole responsibility to ascertain the fitness and suitability of the Products for any particular application, as well as to abide by Purchaser's applicable local laws and regulations, if any.
- (2) Never use the Products NOT rated or designated as "SAFETY SENSOR" in any application involving risk to life or property. When such a use is made by Purchaser, such Purchaser shall indemnify and hold harmless Panasonic Electric Works SUNX from any liability or damage whatsoever arising out of or in relation to such use.
- (3) In incorporating the Products to any equipment, facilities or systems, it is highly recommended to employ fail-safe designs, including but not limited to a redundant design, flame propagation prevention design, and malfunction prevention design so as not to cause any risk of bodily injury, fire accident, or social damage due to any failure of such equipment, facilities or systems.
- (4) The Products are each intended for use only in environments commonly found in manufacturing industry, and, unless expressly allowed in this catalogue, specification or otherwise, shall not be used in, or incorporated into, any equipment, facilities or systems, such as those:
 - (a) which are used for the protection of human life or body parts;
 - (b) which are used outdoors or in environments subject to any likelihood of chemical contamination or electromagnetic influence;
 - (c) which are likely to be used beyond the limits of operations or environments specified by Panasonic Electric Works SUNX in this catalogue or otherwise;
 - (d) which may cause risk to life or property, such as nuclear energy control equipment, transportation equipment (whether on rail or land, or in air or at sea), and medical equipment;
 - (e) which are operated continuously each day for 24 hours; and
 - (f) which otherwise require a high level of safety performance similar to that required in those equipment, facilities or systems as listed in (a) through (e) above.

6. EXPORT CONTROL LAWS

In some jurisdictions, the Products may be subject to local export laws and regulations. If any diversion or re-export is to be made, Purchaser is advised to abide by such local export laws and regulations, if any, at its own responsibility.

7. PURCHASER'S TRANSFER OBLIGATIONS

If Purchaser resell or deliver the Products to a third party, Purchaser must provide such third party with a copy of this document, all specifications, manuals, catalogs, leaflets and written information of any kind provided to Purchaser by Panasonic Electric Works SUNX or its authorized local representative from time to time regarding the Products.