

ITW EAE Terms and Conditions of Sale

- 1. Acceptance.** ITW Electronics Assembly Equipment, a division of Illinois Tool Works Inc., is herein referred to as "ITW EAE," and the customer purchasing products ("Products") or services ("Services") from ITW EAE is herein referred to as "Purchaser." These terms and conditions of sale ("Terms"), any ITW EAE quotation, acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("ITW EAE Documents" and together with these Terms, the "Agreement"), constitute the complete terms governing the sale of Products and Services. ITW EAE HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER'S BUSINESS FORMS OR IN PURCHASER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not ITW EAE clicks on an "ok," "I accept," or similar acknowledgment. Commencement of any work by ITW EAE or Purchaser's acceptance of delivery of the Products or Services will manifest Purchaser's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of an ITW EAE Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of ITW EAE; (b) ITW EAE Document terms; (c) these Terms.
- 2. Quotations.** Unless otherwise set forth on a quotation, quotations are only valid in writing and for 90 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made prior and subject to approval of Purchaser's credit. ITW EAE may refuse Purchaser's purchase orders ("Orders") and has no obligation to supply Products or Services unless ITW EAE issues an order acknowledgement or upon the shipment of Products or commencement of Services.
- 3. Prices and Payment Terms.** Prices are in U.S. Dollars unless quote reflects otherwise, and are subject to change without notice. All Orders are accepted subject to ITW EAE's price in effect at time of order acknowledgment. Prices do not include any sales, use, value-added or other taxes, import duties, license fees or like charges ("Fees") related to the sale, importation or use of Products or Services, and Purchaser is responsible for those Fees. If ITW EAE is subsequently required to pay any Fees, Purchaser shall fully defend and indemnify ITW EAE therefor. Standard terms of payment are 30 days net from the date of ITW EAE's invoice, unless otherwise detailed on an ITW EAE Document or agreed in writing by ITW EAE. Overdue invoices may be subject to interest at a rate of 1.5% per month, or at the maximum rate allowable by governing law. Purchaser's inspection rights herein will not affect the payment terms. Under no circumstances will Purchaser have a right of set-off.
- 4. Credit Approval.** All shipments are subject to approval by ITW EAE's credit department. ITW EAE may invoice Purchaser and recover for each shipment as a separate transaction. If, in ITW EAE's sole judgment, Purchaser's financial condition is or becomes unsatisfactory, then ITW EAE may, without prejudice to any of its other remedies: (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance; and/or (b) terminate any or all of Orders.
- 5. Cancellation or Modification.** ITW EAE may cancel any Order or release thereunder, or terminate any agreement relating to the purchase of ITW EAE's Products or Services upon reasonable prior written notice to Purchaser. Except as provided below, once ITW EAE has accepted an Order or begun taking actions with respect to an Order, Purchaser cannot cancel or modify that Order except with ITW EAE's written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits. If specific cancellation fees are applicable to a Product, such cancellation fees will be communicated by ITW EAE or set forth in on an ITW EAE Document. Orders for standard spare parts and consumables may be cancelled before shipment or returned within 90 days of the date of shipment at Purchaser's expense with payment of a fee equal to 20% of the price of the cancelled or returned Products.
- 6. Inspection/Non-Conforming Shipments.** Purchaser may inspect Products for a period of 10 days after delivery ("Inspection Period"). Purchaser must notify ITW EAE in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford ITW EAE a reasonable opportunity to inspect such Products and cure any nonconformity. Any shortages and other discoverable nonconformance or other failures not reported within the Inspection Period are waived by Purchaser. Any variation in shipments of standard spare parts or consumables in quantities shipped over or under those ordered (not to exceed 10%) will constitute compliance, and the stated price per item will continue to apply. Products will not be subject to acceptance testing except as set forth on an ITW EAE Document or otherwise agreed in writing by ITW EAE. In the event of cancellation of an Order for standard spare parts or consumables after shipment as set forth in Section 5 above, non-conforming Products as described in this section, or Products that do not meet the warranties described in Section 12 below, Purchaser must contact ITW EAE to receive an RMA number. Purchaser may not return any Product without ITW EAE's prior written authorization.
- 7. Delivery.** Unless otherwise detailed on an ITW EAE Document or agreed in writing by ITW EAE, the following delivery terms apply. All Products will be shipped FOB ITW EAE's facility for shipments within the U.S. and FCA ITW EAE's facility (Incoterms 2010) for all other shipments. ITW EAE may ship items in a single or multiple shipments. Title to the Products and risk of loss shall pass to Purchaser upon delivery in accordance with the applicable delivery term. Purchaser assumes all risk and liability for loss and use or misuse by third parties who acquire or use the Products illicitly after delivery to the carrier. Purchaser must notify ITW EAE and the delivering carrier within 10 days from date of receipt of Products, of any damage or shortage, and afford ITW EAE a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser's account, and claims for such loss must be made solely against the carrier.
- 8. Shipping Schedules and Delays.** All shipping or delivery schedules are approximate and will depend upon prompt receipt from Purchaser of any drawings and other information necessary for the design and manufacture of the Product by ITW EAE. Delay time in return of approved drawings will extend the proposed date(s). ITW EAE shall not be liable for failure to meet shipping or delivery schedules, including any penalty or liquidated damages claim, unless specific dates for shipment or delivery of the Products and specific penalties and damages are agreed to in writing

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by an authorized officer of ITW EAE. If shipment is delayed due to a Purchaser request (e.g., for third party inspection, decision to hold shipment, etc.), storage charges of 3% of the total Order amount will accrue each month following the shipment date set forth in the ITW EAE Documents. If shipping instructions are not received from Purchaser within five days of the scheduled ship date, ITW EAE may, at its sole discretion, either (a) arrange freight and bill Purchaser accordingly, or (b) add a storage fee of 3% per month of the total Order amount.

9. Default/Security. Any of the following constitutes a default by Purchaser: (a) failure to make payment for any Product or Service when due; (b) failure to accept conforming Product or Services supplied hereunder; and (c) any other violation by Purchaser of these Terms. In the event of any default by Purchaser, ITW EAE may: (i) suspend any shipment of Product; (ii) decline to make further shipments; (iii) postpone any further performance under any agreement with Purchaser; (iv) immediately cancel any open Order or other agreement with Purchaser; and (v) declare all amounts owed by Purchaser to be due and payable immediately. In addition, ITW EAE may reclaim the Products and all additions thereto, wherever located, and will not be liable for reclaiming the Products or the repayment of any money paid by Purchaser in partial payment for such Products. Purchaser shall pay all costs, including reasonable attorney's fees and expenses, incurred by ITW EAE to enforce its rights under the Agreement.

10. Warranties.

A. Other than with respect to Despatch branded Products, the following warranties will apply. The warranties applicable to Despatch branded Products are available at http://www.despatch.com/pdfs/standard_warranty.pdf and http://www.despatch.com/pdfs/custom_warranty.pdf and upon request. The warranty periods ("Warranty Period") applicable to specific equipment, spare parts and consumables are set forth on the attached warranty period table. All warranties offered by ITW EAE extend only to the original purchaser and are non-transferrable.

B. ITW EAE warrants that as of the date of shipment and during the applicable Warranty Period, under normal use and given proper installation and maintenance as determined by ITW EAE, equipment: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. In the event of a breach of the warranties set forth above (the "Equipment Warranties"), ITW EAE will, at ITW EAE's option and as ITW EAE's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Equipment Warranties, provided that (i) during the Warranty Period ITW EAE is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) ITW EAE is given a reasonable opportunity to investigate all claims; and (iii) ITW EAE's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation (other than installation provided by ITW EAE), unauthorized alteration or repair or improper testing. No Products may be returned to ITW EAE until inspection and approval by ITW EAE. The Equipment Warranty against defects does not apply to: (1) consumable components or ordinary wear items; or (2) use of the Products with equipment, components or parts not specified or supplied by ITW EAE or contemplated under the Product documentation.

C. ITW EAE further warrants that as of the date of shipment and during the applicable Warranty Period, under normal use and given proper installation and maintenance as determined by ITW EAE, spare parts and consumables: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. In the event of a breach of the warranties above (the "Spare Parts and Consumables Warranties"), ITW EAE will, at ITW EAE's option and as ITW EAE's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Spare Parts and Consumables Warranty.

D. EXCEPT AS SET FORTH ABOVE, OR OTHERWISE REQUIRED BY APPLICABLE LAW, ITW EAE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

11. Limitation of Liability and Remedies. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, ITW EAE WILL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST ITW EAE, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON ITW EAE'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ITW EAE'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF ITW EAE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE. Where required by applicable law, nothing in this Agreement shall exclude, limit or restrict the liability of either party (a) for death or personal injury arising from negligence; (b) in respect of any fraud or fraudulent misrepresentation; or (c) to the extent a liability limitation or exclusion is not permitted by applicable law.

12. Product Use. Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of ITW EAE's Products, ITW EAE is not responsible for the results or consequences of use, misuse or application of its Products. All physical properties, statements and recommendations are either based on the tests or experience that ITW EAE believes to be reliable, but they are not guaranteed.

13. Tooling/Molds/Dies. All material, equipment, facilities and special tooling (including tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment and manufacturing aids and replacements thereof) used in the manufacture of the Products will remain the property of ITW EAE. Any material, tooling or equipment furnished to ITW EAE by Purchaser will remain the property of Purchaser with title to and right of possession remaining in Purchaser.

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14. Consignment. ITW EAE does not ordinarily sell on a consignment basis. However, if ITW EAE agrees to sell on a consignment basis, the terms and conditions related thereto will be documented in writing in a separate agreement executed by both ITW EAE and Purchaser.
15. Ownership of Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Purchaser by ITW EAE and all rights therein (collectively, "Intellectual Property") will remain the property of ITW EAE and will be kept confidential by Purchaser in accordance with these Terms. Purchaser has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to ITW EAE upon request from ITW EAE. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use ITW EAE's Products or receive the Services purchased from ITW EAE.
16. Use of Trademarks and Trade Names. Purchaser shall not use, directly or indirectly, in whole or in part, ITW EAE's name, or any other trademark or trade name that is now or may hereafter be owned by ITW EAE (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by ITW EAE in writing. Purchaser hereby acknowledges ITW EAE's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall reproduce the Trademarks exactly as specified by ITW EAE. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to ITW EAE with respect to any efforts of ITW EAE to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of ITW EAE for any reason, Purchaser shall immediately discontinue any formerly permitted use of ITW EAE's name or the Trademarks.
17. Confidential Information. All information furnished or made available by ITW EAE to Purchaser in connection with the subject matter hereof shall be held in confidence by Purchaser. Purchaser agrees not to use (directly or indirectly), or disclose to others, such information without ITW EAE's prior written consent. The obligations in this section will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Purchaser of any obligation herein; (b) Purchaser can show by written records was in Purchaser's possession prior to disclosure by ITW EAE; or (c) is legally made available to Purchaser by or through a third party having no direct or indirect confidentiality obligation to ITW EAE with respect to such information.
18. Audit. Unless agreed to in writing by an officer of ITW EAE, neither Purchaser nor any Purchaser representative, may examine or audit ITW EAE's cost accounts, books or records of any kind or any matter, or any other data that ITW EAE, in its sole discretion, considers confidential or proprietary.
19. Infringement and Indemnification. Except as set forth below, ITW EAE agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of ITW EAE's proprietary Product to Purchaser as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Purchaser supplies ITW EAE written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with ITW EAE in the defense and settlement of such Claim; and (c) Purchaser allows ITW EAE the right to defend and settle such Claim at ITW EAE's expense. If a suit or claim results in any injunction or order that would prevent ITW EAE from supplying any part or Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of ITW EAE, otherwise cause ITW EAE to be unable to supply such parts or Products, ITW EAE may do one or more of the following: (i) secure an appropriate license to permit ITW EAE to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if ITW EAE cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in ITW EAE's sole discretion, ITW EAE may discontinue selling the part or Product without any further liability to Purchaser. Notwithstanding the foregoing, ITW EAE shall have no liability or duty to defend and indemnify Purchaser against any Claim relating to: (1) the use of any part or Product, (2) the combination of any part or Product with any other part or product not supplied by ITW EAE, or (3) any part or Product or process that is designed or specified by Purchaser.
20. ITW EAE Employees. ITW EAE sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on ITW EAE or such ITW EAE employees.
21. Service Terms. The following terms apply to any on-site Services provided by ITW EAE:
- A. Services will be provided at ITW EAE's then current local service rates.
 - B. Purchaser shall prepare the site for the Services. If the site is not prepared for the Services upon ITW EAE service personnel's arrival at the agreed upon time and date for Services, ITW EAE may charge Purchaser for any delay and/or travel time at ITW EAE's regular service rates.

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C. Purchaser shall provide ITW EAE with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and/or licenses that are applicable to Purchaser's local jurisdiction.

D. ITW EAE may refuse, without any liability, to provide Services and to allow ITW EAE service personnel to suspend Services or vacate any site where, in ITW EAE's opinion, performance of Services would pose a risk to the safety of any person. In such event, Purchaser is responsible for payment of any delay and/or travel time at ITW EAE's regular service rates.

E. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of ITW EAE service personnel.

F. Purchaser must provide at least 24 hours' notice of cancellation of any Service Order. If Purchaser cancels with less than 24 hours' notice, Purchaser is responsible for any costs incurred by ITW EAE caused by such cancellation.

G. Customers are encouraged to receive equipment training in a timely manner. Any billable training credits included with the Order will expire 13 months after the equipment shipment date.

H. After-hours onsite Service for weekdays and on-site Service on weekends and holidays is available for a fee. Labor and travel will be billed at the overtime rates in effect at the time of the requested Service. The foregoing applies to all Services, including labor covered under the warranties set forth in Section 12.

22. Installation Terms. The following terms apply to installation Services provided by ITW EAE:

A. Purchaser shall furnish and pay for necessary labor, tools, rigging, scaffolding, blocking, cranes and all other services and utilities required for complete installation of the Products.

B. If completion of work is delayed or stopped by Purchaser due to circumstances beyond the reasonable control of ITW EAE, Purchaser is responsible for payment of fees for delay time on a calendar day basis plus travel time and transportation costs if necessary for the start-up/installation supervisor to leave the job site and return.

C. ITW EAE will promptly proceed with installation of the Product and will maintain a competent person at the installation site as appropriate to superintend and direct the work, and the person, in the selection and direction of the crew, will observe Purchaser's interests and those of other contractors. ITW EAE will supply necessary tools for installation of the Product.

E. ITW EAE reserves the right to start installation immediately upon receipt of a substantial portion of the installation materials and the Product at the installation site. If Purchaser delays installation beyond 30 days thereafter, the full purchase price for the Product and installation service, less charges, will become due and payable immediately. Installation charges are subject to adjustment at the time of rescheduling.

F. Installation labor proposed to be performed by ITW EAE is based upon the prevailing straight time hours in the locality of the installation site. No Saturday, Sunday or holiday work is included. It is also based on doing all of the installation work in a single continuous operation with a crew of reasonable size. If delays for which ITW EAE is not responsible prevent the work from being accomplished expeditiously and additional travel or job mobilization costs are incurred, the same shall be paid by Purchaser. If overtime or premium time work is desired, Purchaser shall request the same in writing, and shall pay the cost thereof plus 20% to cover overhead expense.

23. Other Obligations of Purchaser. When ITW EAE provides installation Services, Purchaser agrees to the following obligations:

A. Purchaser shall provide and pay for all necessary building and installation permits, public inspections, pollution control approvals and licenses required for installation of the Product.

B. Purchaser shall (i) prior to ITW EAE's proposed shipping date, clear installation site and thereafter maintain same free from water, debris and all other obstructions; (ii) make required alterations in the building, including cutting necessary holes in the walls, floor and roof in accordance with ITW EAE's drawings or specifications and repair the same after completion of installation; and (iii) provide all required construction, including excavations, foundations and foundation bolts, concrete work and installation of flashings. Free access to all areas where work is to be performed by ITW EAE must be maintained at all times. Any installation time lost by having to wait for such access or for completion of any preparatory work which is the responsibility of Purchaser or its contractors will be charged for as an extra at the prevailing rate.

C. Purchaser shall provide for careful unloading of the Product and safe dry storage on the installation site and at the actual installation location. Purchaser shall strictly comply with all instructions and loading limitations contained in any bill of lading, shipping order or other document.

D. Purchaser shall provide for the transportation of the Product and other materials, including ITW EAE's installation tools, between points of delivery by carrier and the appropriate installation locations on the installation site.

E. Purchaser shall provide suitable insurance against any loss or damage by fire, explosion, the elements or any other cause to the Product or to ITW EAE's installation tools after receipt thereof, such insurance to be payable to ITW EAE and Purchaser as their interests may appear.

F. Purchaser shall install necessary fuel, compressed air, electric current and water facilities, and shall provide all piping and wiring from source to point of connection on the Product and any piping or wiring to interconnect all valves, control equipment, motor switches, motors and other electrical equipment required. Unless included in ITW EAE's quotation, Purchaser shall provide all motor starters and switches, fuel pressure regulators and ventilating stacks or hoods.

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G. Purchaser shall allow ITW EAE to use any elevators, cranes or other lifting service available at the installation site. Purchaser shall provide dry, lighted and heated working area, drinking water and toilet facilities.

H. Purchaser shall supply any and all fire watch and fire protection equipment if required, safety devices, belt or chain guards and ladders, except as specified in ITW EAE's quotation.

24. Pollution Control Devices. Unless specifically included in ITW EAE's quotation, ITW EAE does not undertake to provide any devices that might be required by any federal, state, local or foreign rules, regulations, ordinances or laws for pollution control in order to operate the equipment. Compliance with any such requirements is the responsibility of Purchaser.

25. Government Contracts. If the Product and/or Services furnished under these Terms are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number appears on the Order, only those clauses of the applicable U.S. Government Procurement Regulations that are mandatorily required by federal statute to be included in Government subcontracts are incorporated herein by reference.

26. Compliance. Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

27. Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint ventures or as agents for one another or as authorizing either party to obligate the other in any manner.

28. Force Majeure. ITW EAE will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of ITW EAE's employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable ITW EAE to perform.

29. Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement or the Order may be made without ITW EAE's prior written consent. Any attempted assignment will be void. ITW EAE may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

30. Waiver. In the event of any default by Purchaser, ITW EAE may decline to ship Products or provide Services. If ITW EAE elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, ITW EAE's actions will not constitute a waiver of Purchaser's default or any other existing or future default, or affect ITW EAE's legal remedies.

31. Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.

32. Limitation of Actions/Choice of Law. Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the state of Illinois and litigated exclusively in a state or federal court located in Cook County, Illinois. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

33. Survival. Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products and/or Services will remain in effect until fulfilled.

34. Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

35. Integration and Modification. The Agreement constitutes the entire agreement between ITW EAE and Purchaser with respect to the Products and Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.

Warranty Period Table

Product	Description	Standard Warranty Period (from date of shipment unless otherwise noted)	Coverage
ITW EAE Spare Parts	MPM, Camalot, Electrovert, Vitronics Soltec and Despatch spare parts	90 Days	Parts only
	Solar SCR and VFD parts	1 Year	Parts only
	Laboratory oven electric heaters	5 years	Parts only
	Protocol 3 and DES2000 temperature controllers	2 years	Parts only
ITW EAE Service Labor	Direct labor for billable service	30 days from invoice date	Labor only
Despatch Standard Products	LBB, LAC, LFC, LCC, LCD, RAD, RFD, RQD, TAD, TFD, RBC, PBC, PNC, PND, PRVO, PTC, PCC	1 year or 2,000 hours of operations, whichever occurs first	Labor and Parts (continuous United States) Parts only rest of world
	Electric heaters in standard products	5 years	Parts only
	Protocol 3 and DES2000 temperature controllers in standard products	2 years	Parts only
Despatch Custom Products	Custom products	1 year or 2,000 hours of operations, whichever occurs first	Labor during first 90 days of warranty period and Parts
Despatch High Temperature Products	Products rated for use at temperatures 1000°F or greater	90 days or 525 hours of operations, whichever occurs first	Labor during first 90 days of warranty period and Parts
Despatch Solar Products	Safire Dritech	1 year from port arrival date	Labor and Parts
Vitronics Soltec Soldering Reflow	Reflow Soldering Equipment	1 year from date of installation or thirty days after delivery, whichever comes first	Labor only
	(Zone) blower motor assemblies and cell (zone) heaters	Lifetime	Parts only
	All other component parts	3 years	Parts only
Vitronics Soltec Soldering Wave	Wave Soldering Equipment	1 year from date of installation or thirty days after delivery, whichever comes first	Labor only
	Solder baths in case of solder bath leakage	4 years	Parts only
	All other component parts	3 years	Parts only

Product	Description	Standard Warranty Period (from date of shipment unless otherwise noted)	Coverage
Vitronics Soltec Soldering Selective	Selective Soldering Equipment	1 year from date of installation or thirty days after delivery, whichever comes first	Labor only
	Solder baths in case of solder bath leakage	4 years	Parts only
	All other component parts	3 years	Parts only
Printers	MPM, Edison	1 year	Labor and Parts
Dispensers	Camalot	1 year	Labor and Parts
Electrovert Reflow	OmniMax Reflow	1 year	Labor
		3 years	Parts only
	OmniES Reflow	1 year	Labor and Parts
EVT Wave	Vectra ES, Vectra Elite, Electra	1 year	Labor and Parts
		Lifetime on Solder Pot Casting	Parts only
Cleaners	All models	1 year	Labor and Parts