

STANDARD 90 DAY PRE-OWNED "AS IS" EQUIPMENT LIMITED WARRANTY

Nobelus Standard 90 Day Pre-Owned "AS IS" Equipment Limited Warranty ("Warranty") applies to used equipment purchases only.

- All Replacement Parts Provided
- Free Ground Shipping for Parts
- All Technical Labor Included **
- Free Technical Phone or Virtual Support During Business Hours
- Standard warranty term starts on date of installation completion and expires after 90 days following the complete installation of the Equipment.

Upon payment of the Equipment invoice in full and subject to the terms and conditions contained herein, NOBELUS will perform services consistent with the skill and care ordinarily provided in the industry to maintain in good working order, the electrical and mechanical parts, and components of the Equipment.

Whenever service is required, NOBELUS will use commercially reasonable efforts to repair the Equipment without charge for labor or parts for a period of 90 days from the date installation of the Equipment is complete. NOBELUS may use new, used, refurbished, re-manufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, including but not limited to lamination film, lamination rollers, trimmer, and slitter blades or optional accessories purchased for the Equipment. All replaced parts will become the property of NOBELUS.

To obtain warranty service, Customer must call 865-244-4794 or email service@nobelus.com during the warranty period. All warranty service will be provided during NOBELUS' normal business hours, 8:00 A.M. to 5:00 P.M. EST, Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then-prevailing, published NOBELUS rates.

This Warranty does not cover repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, failure to operate per instructions and documentation, repairs or modifications made by anyone other than NOBELUS or an authorized service representative of NOBELUS, and ordinary wear and tear. If persons or entities other than NOBELUS service personnel shall perform maintenance on or repair the Equipment at the direction of Customer, and thus further repair or maintenance by NOBELUS is required to restore the Equipment to good operating condition, any such further repair or maintenance or repair shall be subject to additional charge by NOBELUS in accordance with then prevailing NOBELUS rates. If the initial installation of Equipment by the Nobelus service team is declined by the Purchasing party, this Warranty will be voided.

Customer agrees to give NOBELUS at least thirty (30) days prior written notice of any change in location of the Equipment.

All applicable federal, state, and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.

NOBELUS MAKES NO OTHER EXPRESS WARRANTY OTHER THAN AS SET FORTH IN THIS DOCUMENT. NOBELUS DISCLAIMS, AND THE CUSTOMERS WAIVES, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOBELUS SHALL IN NO CIRCUMSTANCES BE LIABLE IN CONTRACT, IN TORT OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE. Any inconsistent or additional terms and conditions any other documentation shall not apply. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on NOBELUS unless the Agreement as altered shall have been approved in writing by an officer of NOBELUS. NOBELUS will not be held financially responsible for any client lost revenue caused by equipment failure, equipment downtime, operator error, technician error or material defects.

Liability and Indemnity: THE REMEDIES DESCRIBED ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND NOBELUS' ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. As far as the law permits, NOBELUS excludes all warranties, conditions, rights and remedies the Customer would otherwise be entitled to by law. NOBELUS liability for loss or damage (including consequential loss or loss of profit) incurred by the Customer or a person making a claim against the Customer is excluded as far as the law permits. To the extent it cannot be excluded, it is limited as far as the law permits to the repair or replacement of the Equipment. NOBELUS and its directors, employees or representatives are not liable to the Customer for negligent acts or omissions. Customer indemnifies NOBELUS against any liability, loss, damage, costs, or expenses incurred or suffered by NOBELUS arising directly or indirectly out of or in connection with:

- Any breach of the Warranty, any breach of any laws (including environment laws) or any act or omission on the part of the Customer or its officers, employees or representatives.
- Any action for trespass resulting from NOBELUS entering the Customer's Location.
- These limitations and indemnities continue after the Warranty expires or terminates. This Warranty terminates 90 days after the complete installation of the Equipment.

This Warranty is governed by Tennessee Law, without regard to its conflicts of law's provisions. Any enforcement action shall be brought in a court of competent jurisdiction in Knox County, Tennessee. No action arising out of this Warranty or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued. If any provision of this Warranty shall be deemed invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby.