



SMC CORPORATION OF AMERICA
STATEMENT OF WARRANTY AND CONDITIONS OF SALE

SMC Corporation of America ("SMC") extends to the direct purchaser of the product(s) listed on this Packing List, and only to the immediate purchaser from the direct purchaser, a limited express warranty ending one year from the date of purchase shown on the Packing List, that should any such product(s) contain a defect, then SMC will repair, replace or make an appropriate adjustment, at the sole discretion of SMC, of such defective product(s).

This limited express warranty is conditioned and limited in the following manner.

Upon the direct purchaser or the immediate purchaser from the direct purchaser discovering the defect in the product(s), they must immediately deliver to SMC written notice of the defective product clearly stating the defect with the product. Such written notice is to be delivered to SMC's corporate headquarters at 10100 SMC Blvd, Noblesville, IN, 46060, Attn: Director of Production.

Within the one (1) year limited express warranty period the defective product(s) will have to be returned to SMC at the location directed by SMC with transportation prepaid by the direct purchaser or the immediate purchaser from the direct purchaser.

SMC has the right to inspect the product(s) at the facility of the direct purchaser or the immediate purchaser from the direct purchaser at SMC's sole discretion.

If the product(s) has been modified, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner, then this limited express warranty is null and void.

If the terms of this limited express warranty are violated by the direct purchaser or the immediate purchaser from the direct purchaser, this limited express warranty is null and void.

This limited express warranty is the only warranty that attaches to the SMC product(s) listed on the Packing List. SMC SPECIFICALLY DISCLAIMS AND DOES NOT EXTEND OR CREATE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, RELATIVE TO THE PRODUCT(S) LISTED ON THE PACKING LIST. SMC SPECIFICALLY DISCLAIMS AND DOES NOT EXTEND OR CREATE ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY THAT EXISTS PURSUANT TO LAW NOW OR IN THE FUTURE. SMC SHALL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, OR ANY OTHER DAMAGES ALLEGED TO HAVE BEEN CAUSED BY DEFECTIVE PRODUCT(S) LISTED ON THE PACKING LIST. SMC SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE BEEN CAUSED BY DEFECTIVE PRODUCT(S) LISTED ON THE PACKING LIST.

This limited express warranty constitutes the sole exclusive remedy of the direct purchaser and the immediate purchaser from the direct purchaser. It is the only liability that SMC has relative to the product(s) listed on the Packing List.

SMC does not create any liability for or accept any responsibility for any engineering or technical advice pertaining to any manufactured item to which SMC's products or goods have been attached by the direct purchaser or the immediate purchaser from the direct purchaser. Other than the Board of Directors of SMC or a person expressly authorized in writing to act for the Board, no one, whether an agent, employee, distributor, or representative of SMC has the authority to or may extend or modify the scope of this limited express warranty, or to make any promise, warranties, guaranties, alteration or change in the wording, scope or intent of this limited express warranty concerning the manufacture, sale, distribution, use, installation, incorporation or application of the product(s) listed on the Packing List.

The direct purchaser or the immediate purchaser from the direct purchaser is totally responsible for complying with the Occupational Safety and Health Act of 1970 ("OSHA") and subsequent amendments to OSHA, and to any other laws, statutes, ordinances, or regulations, whether international, federal, state or local in nature. SMC assumes no and has no responsibility for complying with the Occupational Safety and Health Act of 1970 ("OSHA") and subsequent amendments to OSHA, and to any other laws, statutes, ordinances, or regulations, whether international, federal, state or local in nature. Should the direct purchaser or the immediate purchaser from the direct purchaser fail to comply with the Occupational Safety and Health Act of 1970 ("OSHA") and subsequent amendments to OSHA, and to any other laws, statutes, ordinances, or regulations, whether international, federal, state or local in nature, then this limited express warranty is null and void. In such a circumstance SMC has no responsibility for

or liability for any damages that are alleged to flow from the failure of the direct purchaser or the immediate purchaser from the direct purchaser to comply with the Occupational Safety and Health Act of 1970 (“OSHA”) and subsequent amendments to OSHA, and to any other laws, statutes, ordinances, or regulations, whether international, federal, state or local in nature

Should the warranty and conditions stated on this Packing List conflict with or contradict any other warranty language or conditions stated by SMC in any other writing or electronic media, the language stated on this Packing List shall control. Any disputes that arise concerning this limited express warranty shall be determined and governed by the laws of the State of Indiana. The direct purchaser and the immediate purchaser from the direct purchaser agree that should any litigation be pursued concerning the product(s) listed on the Packing List or concerning this limited express warranty, such litigation shall be brought and pursued only in a federal or state court sitting in Indianapolis, Indiana.

The product(s) listed on the Packing List shall be shipped FOB from point of order fulfillment with payment terms to be Net 30 days unless SMC agrees to different terms in a writing executed by an officer of SMC.