

Application Tooling Warranty

The Molex warranty as it applies to Molex Application Tooling equipment. The policy herein provides for a two-year manufacturing warranty against defects from the factory (Molex).

Warranty Policy Overview

Express Product Warranty:

Molex represents and warrants to the customer for the period set forth below from the date of delivery of the Molex Application Tooling to the customer that (i) the Molex Tooling shall conform to the Molex specification for such Molex Tooling, and (ii) the Molex Tooling shall be free from material defects in materials and manufacturing. The sole liability to Molex for any breach of warranty under this paragraph confirmed by Molex and submitted in writing to Molex by the customer during the relevant warranty period, or thirty (30) days thereafter, shall be to repair or replace, at its option and at its expense, the defective or nonconforming Molex Tooling to a condition as warranted. THESE REMEDIES SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM THAT MOLEX BREACHED THE WARRANTY SET FORTH IN THIS AGREEMENT.

Product	Duration of Warranty
Applicators, terminators or other application and automation equipment, including machinery, and all original parts that were included at the time of sale, except for parts specified as expendable parts	Two years
Replacement parts for original parts, except for parts specified as expendable parts	The longer of ninety (90) days or balance of the original two-year warranty
Parts characterized as expendable parts	Thirty (30) days
All other parts, products or services not specified above	Thirty (30) days

Disclaimer of Warranties:

EXCEPT AS EXPRESSLY PROVIDED IN THE "Express Product Warranty" PARAGRAPH ABOVE, MOLEX MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE MOLEX TOOLING.

ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN ADDITION, MOLEX EXPRESSLY DISCLAIMS ANY WARRANTY OBLIGATIONS IN THOSE INSTANCES WHERE THE FAILURES RESULTED FROM THE MODIFICATION, ALTERATION OR MISUSE OF THE MOLEX TOOLING, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF MOLEX. USE OF THE MOLEX TOOLING WITH ANY PRODUCT OTHER THAN THE MOLEX PRODUCTS FOR WHICH THE MOLEX TOOLING WAS DESIGNED TO OPERATE CONSTITUTES MISUSE OF THE MOLEX TOOLING.

Agreement to Review Instruction Manual Before Use:

Before using the Molex Tooling, the customer agrees to determine the suitability of the Molex Tooling for the customer's intended use, and shall fully review the instruction manual that is provided with the Molex Tooling, including the warnings set forth in the instruction manual and applied directly to the Molex Tooling. Customer shall also ensure that any persons who use the Molex Tooling shall have reviewed and understood the instructions and warnings set forth in the instruction manual and the warnings applied directly to the Molex Tooling. Customer assumes all risk and liability whatsoever in connection with the customer's use or misuse of the Molex Tooling.

Indemnification:

The customer agrees to indemnify, defend and hold harmless each of Molex and its officers, directors, employees, successors and assigns from and against all claims, suits and actions brought against Molex and its officers, directors, employees, successors and assigns, and any resulting damages, losses, costs and liabilities (including attorneys' fees) that result or arise from the customer's, or its employees' or agents', use of the Molex Tooling that allege that the Molex Tooling has caused personal injury or damage to tangible property, provided that Molex (i) timely notifies the customer that Molex is seeking indemnification pursuant to this provision, (ii) permits the customer to answer and defend the claim using counsel of the customer's choice, and (iii) provides information and assistance reasonably necessary to enable the customer to defend the claim.

Limitation of Liability:

IN NO EVENT SHALL MOLEX BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOSS OF USE; LOSS OF DATA; OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY FOR MOLEX UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER TO MOLEX FOR THE MOLEX TOOLING.

End of Policy Overview

Molex is committed to supplying the highest-quality tooling for the global interconnect industry. Molex has a detailed process to ensure the tools supplied meet our critical design and test specifications plus the Molex overall quality standards prior to leaving the Molex facility.

Thank you for your business; if you have any questions, please contact your local Molex representative or the Molex Customer Service group in your region.

Molex Application Tooling

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www.molex.com

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