

GENERAL TERMS

Any good or service listed in the table below (each, a "Product") sold by DMG MORI USA, Inc. or its affiliates is warranted by DMG MORI to be free from defects in material and workmanship in accordance with the following terms and limitations ("Warranty"). This Warranty only applies to a Product delivered in the United States. Warranty term for a Machine commences on the earliest of (i) date of installation (ii) date of acceptance (iii) 60 days after delivery or (iv) date when Machine is first used for commercial production. Warranty terms for all other goods commence on the date of shipment. term for Standalone Service commences on the date of service.

DMG MORI's obligation under this Warranty shall be to repair or replace, at its option, the defective Product. If DMG MORI is unable to repair or replace the Product within six (6) months from the date DMG MORI is notified of the defect, DMG MORI may satisfy its obligation under this Warranty by repossessing the Product and refunding the purchase price of the Product. A Warranty claim must be made within the applicable Warranty term. This Warranty is not transferable without the prior written consent of DMG MORI. Buyer shall pay for any goods and services provided by DMG MORI that is not within the scope of this Warranty.

Any legal action in connection with this Warranty must be commenced no later than one (1) year after the expiration of the applicable Warranty term or one (1) year after DMG MORI or its affiliates cease efforts to repair the Product, whichever comes later.

HOW TO MAKE A WARRANTY CLAIM

All Products except Spare Parts: (1) Submit request through the DMG MORI call center or through the customer portal *myDMGMORI* (<https://us.mydmgmori.com>); (2) Upon DMG MORI's request, provide photographs or make the Product available for inspection within a reasonable time; and (3) Preserve the Product until otherwise instructed by DMG MORI.

Spare Parts: (1) Order replacement for the defective Spare Part; and (2) Return defective Spare Part to DMG MORI within two (2) weeks of Replacement Part shipment. If DMG MORI inspection shows the returned Spare Part to be defective, a credit will be issued against the purchase order for the Replacement Part.

EXCLUSIONS

This Warranty does not cover the following:

- Depreciation or damage caused by: (1) Any service (including installation), modification or alteration not performed by DMG MORI or a party authorized by DMG MORI; (2) Lack of or improper care or maintenance; (3) Abuse or misuse; (4) Accident caused by a party other than DMG MORI; (5) Use of unauthorized parts or peripherals; (6) Modification or alteration not approved by DMG MORI; (7) Normal wear and tear; (8) Negligence of shipper or rigger; (9) Disablement arising from unauthorized movement of Product after installation; (10) improper or unsecured storage or (11) Any other cause beyond the control of DMG MORI.
- Paint, batteries, fuses, filters, lubrication metering units, fluids, lights or any other replaceable item.

EXCEPT AS SET FORTH HEREIN, DMG MORI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO (a) ANY WARRANTY OF MERCHANTABILITY; OR (b) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DMG MORI MAKES NO WARRANTY AS TO THE QUALITY, FINISH, ACCURACY OR TOLERANCE, COMPLIANCE WITH ELECTRICAL, HYDRAULIC, PNEUMATIC OR OTHER SAFETY CODES REQUIRED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY, OR AS TO THE EFFICIENCY, PRODUCTIVITY OR PERFORMANCE OF ANY EQUIPMENT.

IN NO EVENT SHALL (a) DMG MORI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THE PURCHASE OF EQUIPMENT, THIS WARRANTY OR USE OR INABILITY TO USE THE EQUIPMENT AND (b) THE AGGREGATE LIABILITY OF DMG MORI UNDER ANY THEORY OF RECOVERY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT FROM WHICH LIABILITY AROSE, TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY APPLICABLE LAW.

Warranty	Term
DMG MORI machines	24 months
New MASTER spindles equipped on new machines or ordered as spare parts	36 months
New spindles ordered as spare parts (excl. MASTER spindles)	24 months
Renewed X-series Davis spindles (Rebuilt spindles which have been inspected and tested by DMG MORI's factory in Davis, California to work like new)	18 months
Other renewed spindles (Rebuilt spindles which have been inspected and tested by DMG MORI to work like new, incl. renewed MASTER spindles)	12 months
DMQP products (Non-DMG MORI manufactured peripherals provided by approved partners)	24 months
Factory automation	24 months
DMG MORI USA local automation	12 months
New DMG MORI spare parts (excl. spindles)	12 months
Renewed DMG MORI spare parts (Rebuilt spare parts which have been inspected and tested by DMG MORI to work like new, excl. renewed spindles)	6 months
Linear motors	60 months
All other products (incl. non-DMG MORI machines)	As provided by Original Equipment Manufacturer
Standalone service	30 days