



## LIMITED PRODUCT WARRANTY

Equipment Warranty. Synexis warrants to Purchaser that during the Warranty Period (as defined below), the Equipment shall be free from defects in material and workmanship; provided, that the Equipment is installed, maintained, and operated in accordance with Synexis' specifications, including, without limitation, that the Equipment shall be serviced and maintained in accordance with all Service requirements as outlined in the Equipment Product Manuals. Synexis will provide a product warranty to ensure the proper function of the Equipment during the Warranty Period. "Warranty Period" shall mean, as applicable, a period of a one (1) year following Purchaser's date of purchase, unless as otherwise agreed upon by Synexis in writing.

Normal Use. Synexis warrants that under normal use and service, all Equipment will remain in satisfactory operating condition for the Warranty Period; provided that the Equipment is continuously maintained in accordance with all applicable Service requirements and the Equipment Product Manuals from the date of delivery. Synexis shall not be liable for a breach of any warranty if: (a) Purchaser makes any further use of such Equipment after giving written notice of a defect; (ii) the defect arises because Purchaser failed to follow Synexis' written instructions as to the storage, installation, commissioning, environmental conditions, use or maintenance of the Equipment; or (iii) Purchaser or any third party alters or repairs such Equipment without the prior written consent of Synexis.

Claims. Synexis' sole obligation under this warranty will be to repair any item of Equipment that is repairable or, at its option, refurbish, overhaul, rebuild, or replace any item of Equipment that has been promptly reported as defective in material or workmanship by Purchaser to Synexis within the Warranty Period and which has been determined by Synexis to have been defective.

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