

1. National Checking Company ("NCCO") or subsidiary NCCO UK LTD warrants its new **DateCodeGenie** equipment against defects in material and workmanship for a period of twenty-four (24) months from the date of shipment. Buyer's **SOLE AND EXCLUSIVE REMEDY** for breach of this warranty shall be replacement or repair, free of charge, of such part or parts of the equipment as are determined to be defective in material or workmanship, or repayment of the purchase price paid by Buyer, whichever such remedy NCCO shall select; provided, however, that when feasible (as determined by NCCO) the warranted equipment will be repaired. To make a claim under this warranty, Buyer must, within ninety (90) days of discovery of the defect in material or workmanship, give written notice of the defect to NCCO and contact DCG Tech support at +44(0)1283-527-977 or via email at supportdgc@ncco.com for instructions. If requested by NCCO, Buyer shall promptly deliver the equipment to NCCO pursuant to instructions which will be provided for delivery of the equipment to NCCO.
2. Operating the equipment beyond its rated capacity as specified by NCCO, OR using labels in the equipment other than labels purchased from NCCO (or one of its affiliates), voids the warranty in paragraph 1. Additionally, damage to the equipment resulting from accidents, improper installation, set-up or operation, alterations, or neglect of recommended maintenance will be considered misuse and voids the warranty in paragraph 1.
3. In addition to the warranty provided in paragraph 1, NCCO agrees to use commercially reasonable efforts to provide technical consultation, remote maintenance assistance and software upgrades, at no charge, to original purchasers of equipment that is within warranty period specified in paragraph 1 AND who are purchasing **DateCodeGenie** labels for the equipment exclusively from NCCO (or any of its affiliates). Such services will be provided on an "as available" basis and are subject to interruption or delay due to high volumes, technical problems, utility (including internet) interruption and "hacking." In the event that Buyer does not purchase all labels for use with the equipment from NCCO (or any of its affiliates), NCCO shall have the absolute right to decline all assistance to Buyer regarding the equipment including the right to terminate Buyer's access to NCCO's date code genie support and portal without any requirement of prior notice.
4. **NCCO SHALL HAVE NO LIABILITY TO THE BUYER OF NEW EQUIPMENT OR ANY OTHER PERSON FOR INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, EVEN IF NCCO SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE.** For purposes hereof, the term "consequential damages" shall include lost profits, penalties, delay damages, liquidated damages or other damages and liabilities which the Buyer shall be obligated to pay or which the Buyer may incur as a result of the use of the equipment, the failure of the equipment to perform as warranted, the failure or defect in any services provided by NCCO under paragraph 3, or based upon, related to or arising out of its contracts with its customers or other third parties. **IN NO EVENT SHALL NCCO BE LIABLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNTS PAID BY THE BUYER FOR EQUIPMENT AS TO WHICH A BREACH OF WARRANTY OR CONTRACT HAS BEEN DETERMINED TO EXIST.** The parties expressly agree that the price for the equipment was determined in consideration of the limitation on damages set forth herein and such limitation has been specifically bargained for and constitutes an agreed allocation of risk which shall survive the determination of any court of competent jurisdiction that any remedy herein fails of its essential purpose. NCCO reserves the right to make changes and improvements in its products without incurring any obligation to install any such changes or improvements in its products previously manufactured.
5. Except as provided herein, **NCCO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO NEW EQUIPMENT, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**