NCS Warranty
General Terms and Conditions

DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION AND SUBJECT TO THE PROVISIONS OF THIS SECTION, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER AS TO THE PRODUCTS, SERVICES, SOFTWARE, FIRMWARE, OR HARDWARE INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE WARRANTIES IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR OTHERWISE, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Other Agreement:

If Seller and Buyer have signed a separate agreement providing for different warranty terms (and/or different warranty terms than the other warranty terms referenced in embedded links within this Section), the signed agreement between Seller and Buyer will take precedence over the warranty terms under this Section and in the embedded links, as applicable.

Product Warranty:

Generally: Subject to the terms and conditions set forth below in this Section, Seller warrants to Buyer for a period of 12 months from the date of delivery of the Products (the "Warranty Period"), that the Products will materially conform to Seller's published specifications in effect as of the date of the date of the applicable purchase order for the Products; provided that, for Products that constitute After Market Parts, the Warranty Period is 90 days from the date of delivery of such Products. For the avoidance of doubt, this warranty excludes all Third-Party Products, Services, Software, Firmware, Hardware, Vacutech Products (as defined below), and Chemicals, which have different terms as set forth below.

Qualifications: The foregoing Product warranty is available only if (a) Seller is provided prompt written notice prior to the expiration of the Warranty Period of the warranty claim by Buyer through the claims process outlined below, (b) Buyer otherwise complies with the claims process outlined below, (c) Seller confirms the material non-conformance of the Product through examination, (d) Seller confirms that none of the exclusions described below apply, and (e) the party claiming such warranty is the Buyer as original purchaser.

Exclusions: The warranties under this section do not apply to environmental water damage, ordinary wear and tear, or where the Products have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal use, physical stress or environmental conditions (including, without limitation, use of acidic or alkaline chemicals not approved by Seller, or power surges, or electrical or electromagnetic noise environment), use contrary to any instructions issued by Seller (including Seller's failure to follow care instructions), or improper testing, installation, operation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Seller; or (iii) used outside of its intended region, or with any third-party product, hardware, or product that has not been previously approved in writing by Seller.

Parts and Labor: In all events, the warranty *does not* cover parts and labor unless all of the following apply: (A) the claim is made during the first 90 days of the Warranty Period, (B) the applicable Product was originally installed by Seller or a certified distributor of Seller, and (C) the applicable Product otherwise

qualifies for (and is not excluded from) the warranty. The warranty with respect to After Market Parts covers only such parts and does not cover labor.

Exclusive Remedy: During the Warranty Period, if Seller has determined that the warranty claim qualifies for a remedy based on the qualifications and exclusions set forth above, Seller shall in its sole discretion, and at its expense either (i) repair or replace the applicable non-conforming Product, or (ii) credit or refund the price of such Product less any applicable discounts, rebates, or credits, and not including any shipping, tax or other charges except as required by law. Buyer has no right to return for repair, replacement, credit, or refund any Products except as set forth in this Section. THIS SECTION SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

Claims Process. Buyer must use Seller's Return Merchandise Authorization (RMA) process for Product warranty claims under this Section. Without limiting the other terms of the RMA process or this Section:

- Buyer must notify Seller via the claims process within 30 days of the discovery of any claimed defect, specifying the nature of the claimed defect.
- Unless otherwise directed by Seller, Buyer must return the alleged defective Product to the location specified by Seller at Buyer's cost. Unless otherwise directed by Seller, the alleged defective Product must be provided with its original packaging and in original condition.
- Seller will inspect the Product to determine if the warranty is applicable to the Product.
- A restocking fee of 25% will be applied to any Product returned that is deemed by Seller not to be covered by the foregoing Product warranty.
- If Seller has determined a Product is covered by warranty, Seller will provide confirmation of the same to Buyer and indicate to Buyer how the warranty will be honored.
- If Buyer has requested the shipment of any Product to Buyer by Seller before the foregoing process has been completed, Seller may elect, in its sole discretion, to ship such Product to Buyer with or without invoice, as determined by Seller. Any such invoice must be paid in accordance with the other terms of this Agreement. In the event the replaced Product is deemed by Seller to be covered by the foregoing warranty, Buyer's account with Seller will be credited for the amount of payment under such invoice.

Services. The foregoing warranty does not apply to Services. To the extent maintenance services are provided by Seller separate and apart from any installation services or other services that constitute labor under the foregoing Product warranty, Seller warrants for 90 days from the date of the performance of the applicable maintenance services that such maintenance services have been provided in a professional manner consistent with industry standards. Buyer must notify Seller of any warranty deficiencies within 90 days from performance of the purportedly deficient maintenance services. Buyer's sole and exclusive remedy with respect to deficient maintenance services is the re-performance by Seller of such maintenance services. For the avoidance of doubt, this warranty does not apply to any other professional services, any installation services or other services that constitute labor under the foregoing Product warranty, any services related to Chemicals or otherwise, whether provided by Seller or any person on behalf of Seller. If Seller and Buyer have signed a separate agreement providing for different warranty terms with respect to Services, the signed agreement between Seller and Buyer will take precedence over the warranty terms under this subsection.

Third-Party Products. The foregoing warranty does not apply to products manufactured by a third party ("Third-Party Products"). Third-Party Products may contain or be contained in, incorporated into, attached to, or packaged together with the Products. Such Third-Party Products are not covered by the foregoing warranty. For the avoidance of doubt, Seller makes no representations or warranties with

respect to any such Third-Party Product. Third-Party Product terms are established by the manufacturer or supplier of the applicable Third-Party Product. Warranty claims for Third-Party Products must be made directly by Buyer with the manufacturer or supplier, as applicable, of the Third-Party Product.

Software, Firmware, and Hardware: The foregoing warranty terms do not apply Software, Firmware, or Hardware. The limited warranty terms applicable to Software, Firmware, or Hardware are located [here].

Chemicals: The foregoing warranty terms do not apply to Chemicals. The limited warranty terms applicable to Chemicals are located

http://www.ncswash.com/wp-content/uploads/2025/07/Chemical-Warranty-Policy_Draft-Final.docx

SaaS: The foregoing warranty terms do not apply to SaaS. The limited warranty terms applicable to SaaS are located at

http://www.ncswash.com/wp-content/uploads/2025/07/Subscription-Agreement-for-NCS-Lens-Jan-2024.docx

Vacutech: The foregoing warranty terms do not apply to Vacutech central vacuum systems, and all related parts, equipment, turbines, services, powdercoat, and devices (collectively, "Vacutech Products"). The limited warranty terms applicable to Vacutech Products are located at

http://www.ncswash.com/wp-content/uploads/2025/07/Vacutech-Limited-Warranties-Slab.pdf

FOR CONSIDERATION IN CONNECTION WITH WARRANTY: Section (Limitation of Liability): IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES, LICENSORS, OR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY BUYER UNDER THE PARTICULAR ORDER IN QUESTION IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.