



Legal Disclaimer (Version 1.0; June 15, 2023)

This legal disclaimer ("Disclaimer") is intended to be read and understood by the customer ("Customer") in conjunction with the quotation provided by Uni-Plus ("Supplier"). By accepting the quotation, the Customer acknowledges and agrees to the following terms:

- 1. Customized, After Market, and/or Low Volume Products:** The Supplier provides customized, after-market, and/or low volume products, which are specifically designed or adapted to meet the Customer's unique requirements. These products may differ from standard or mass-produced products and may have variations in design, specifications, or performance. The Customer understands and acknowledges that such products may have limited availability, and the Supplier may have certain limitations in terms of warranty, support, or replacement.
- 2. No Warranty:** Unless explicitly stated otherwise, the Supplier does not provide any warranty, express or implied, regarding the supplied products, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The products are provided on an "as-is" basis, and the Customer assumes all risks and responsibilities associated with their use.
- 3. Exceptions:** The Supplier's warranty disclaimer does not apply in cases of intentional fraud or severe misbehavior by the Supplier. In such exceptional circumstances, the Supplier may, at its sole discretion, consider providing warranty coverage, subject to applicable laws and regulations.
- 4. Lack of Manufacturing Process Validation:** The supplied product has not undergone any manufacturing process validation, such as Production Part Approval Process (PPAP), or any comprehensive environmental testing. The Customer acknowledges that these validation processes have not been conducted and that the product's performance or reliability in specific environments or conditions cannot be guaranteed.
- 5. Limited Liability:** In no event shall the Supplier be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the supplied products, including but not limited to loss of profits, data, business, or goodwill. The Supplier's liability, if any, is strictly limited to the net sales price of the product.
- 6. Indemnification:** The Customer agrees to indemnify, defend, and hold the Supplier and its affiliates, employees, officers, and directors harmless from and against any claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with the use or misuse of the supplied products, except to the extent caused by the Supplier's intentional fraud or severe misbehavior.
- 7. Governing Law and Jurisdiction:** This Disclaimer shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Disclaimer shall be subject to the exclusive jurisdiction of the courts located in Belgium.

By accepting the Supplier's quotation, the Customer acknowledges that they have read and understood this Disclaimer and agree to be bound by its terms and conditions.

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