



INTIMUS WARRANTY

This warranty policy (the “Warranty Policy”) sets forth the warranty terms governing all products of all product lines sold by intimus International GmbH and/or the entities that are part of the Intimus corporation group (collectively, “Intimus International”) worldwide (the “Products“). Each professional, company or legal entity purchasing a product from Intimus International hereinafter referred to as a “Customer”.

On account of the worldwide scope of this Warranty Policy and the existing differences in regional and local regulations as to this matter, it is hereby acknowledged that where a stipulation contained herein is not enforceable to its full extent in a given jurisdiction (or as regards a specific Customer), then such stipulation shall be construed in such jurisdiction (or as regards a specific Customer) so as to be enforceable to the maximum extent permitted by law.

In the event of newly launched Products, we refer to the latest version of this Warranty Policy from time to time, which is available at our website, at www.intimus.com, and which is incorporated herein by reference.

1. Intimus International warrants, exclusively vis-à-vis the Customer, that during the applicable warranty period, Products sold by Intimus International to the Customer, in all cases in regard to conditions existing as of the date of invoicing of the relevant Product to the Customer, shall be free from (i) material defects that materially impair performance and functionality of the Product and (ii) defects in title over such Product.

Such warranty period in regards of Products sold by Intimus International shall commence on the date of invoicing of the relevant Product and varies depending on the specific Product, being as follows:

- New “Office Shredders” (i.e. all single-phase shredders and model 852 CC3): one (1) years.
- New “Industrial Machines”, new “Customized Products” and new “Special Projects”: subject to the Product being used only in single-shift operation (i.e. up to a maximum of 8 uninterrupted hours per calendar day), the earlier of (a) the elapsing of one (1) year; or (b) the reaching of the Warranted Working Hours (as detailed in the relevant customized Product or special project agreement or statement of work).
- New Products (for the avoidance of doubt, other than those referred in the previous points): one (1) year.
- Used Products: six (6) months.

Likewise, Intimus International also warrants, exclusively vis-à-vis the Customer, that during the three (3) months following the repair of a Product, the same will be free from the specific defects and failures that motivated such repair. Such warranty period in regards of repairs shall commence on the date of the corresponding invoice.

In addition, Intimus International hereby grants an additional warranty to the Customers over cutting cylinders mounted in the specific shredder models detailed in Schedule A hereto (the “Cutting Cylinders”), whereby Intimus International warrants, exclusively vis-à-vis the Customer, that during the applicable warranty periods as per Schedule A (which, for the avoidance of doubt shall also commence on the date of invoicing of the relevant Product), such Cutting Cylinders will maintain their structural integrity without breaking; it being understood, however, that any chipping or damage occurring in the Cutting Cylinders resulting from their ordinary tear and wear or a misuse, is hereby explicitly excluded herefrom.

2. Intimus International provides a limited warranty for its Products only to the Customer (i.e. the professional, company or legal entity that originally purchased the product from Intimus International). Intimus International’s liability towards third parties as well as the assignment of any such rights to any third party or parties is hereby explicitly excluded. In all cases, the Customer shall take any and all steps necessary to mitigate any damages suffered or incurred by it in connection herewith. The product description published by Intimus International has sole validity as regards agreed upon

product specifications and characteristics. It is acknowledged that public statements, recommendations and advertising issued by Intimus International do not constitute contractual specifications for the characteristics of the purchased Products and are not to be deemed as such.

3. Any claims of a Customer under this Warranty Policy shall only be enforceable if notification of the material defect or defective title is issued in writing within ten (10) workdays after delivery of the relevant Product to the Customer, or within a four (4) workday term after discovery of the defect provided that earlier detection by means of careful inspection by the Customer was impossible. Any such notice of claim shall be dated and clearly state the following information: (a) invoice number and date; (b) model description and serial number; and (c) reasonably detailed description of defects.

Inobservance of the foregoing shall entail the automatic loss by the Customer of any and all rights to any claim against Intimus International in connection herewith.

4. In the event of a claim as per the previous paragraph, Intimus International shall, at its option, and as the Customer's sole and exclusive remedy in connection with the relevant Product, either: (a) repair the defective Product; or (b) replace the entire defective Product; or (c) replace those parts which prove to be faulty or defective; or (d) terminate the contract and reimburse the Customer the sales price paid by the same. Alternatively, if both parties were in agreement, the Customer may be granted a price reduction. Any replaced parts become the property of Intimus International.

5. Any returns of Products by the Customer to Intimus International during the applicable warranty period must be approved in writing by Intimus International prior to such return, and, if so, shall be returned packaged in their original packaging or, alternatively, in a proper packaging equivalent to the original one. The Customer shall be responsible for any shipping and freight costs associated with returning the Product to Intimus International (including those arising from re-packaging of such Product, where the

Customer had not observed such obligation), and Intimus International shall be responsible for any shipping and freight costs associated with shipping the repaired or replaced Product or, where applicable, any replacement parts, to the Customer. Intimus International may elect, in its reasonable discretion, the terms of shipment. The Customer shall fully cooperate with Intimus International to such end.

6. Intimus International assumes no liability whatsoever for any events, actions or omissions not directly attributable to Intimus International, including but not limited to ordinary wear and tear, accidental damage (including but not limited to those arising from transportation), electrical current fluctuations and acts of god. Without limiting the generality of the foregoing, Intimus International assumes no liability whatsoever for a Product where the Customer (or a third party) has incurred in any which one of the following: improper, incorrect or careless handling, use, installation, maintenance, storage or removal; abuse or use for something other than its intended purpose (including but not limited to feeding the Product materials or substances for which the Product was not intended); damages arising from paper jams or clearing paper jams; negligence, malicious intent or willful misconduct; exceeding the Product's recommended feed capacity; operation of the Product above its maximum capacity, with or without continuous jamming; having the Product repaired by someone other than by Intimus International's qualified engineers or its authorized agent(s); incorrect assembly or initial start-up; use of unsuitable auxiliary materials, or of consumables other than the original manufacturer consumables; non-observance of usage, operating and maintenance instructions and manuals; non-observance of the one-shift operation maximum as regards Industrial machines, customized Products and special projects; and modification or alteration in any way of a Product without obtaining previous written consent from Intimus International (including but not limited to alteration, defacement or removal of the original model and serial number plate).

7. All costs associated with repairs and/or replacements, including but not limited to parts (including ordinarily worn and torn parts), labor and call out charges or transportation to and from the service center (including shipping and freight costs, as well as packaging if the obligation as to this matter set forth in point 5 hereof was not observed), which may be derived in any way from any of the foregoing warranty exclusions will be chargeable to the Customer. For the avoidance of doubt, in no event will the Customer or the carrier transporting the Products be deemed an agent of Intimus International.

8. The Customer acknowledges that, as concerns the Products, all other representations, warranties, remedies and guarantees of any kind which might be provided or implied by applicable law or commercial practice are hereby expressly excluded to the maximum extent permitted by law, including but not limited to those of quality, merchantability and fitness for a particular purpose. The statute of limitations for any and all Customer claims, regardless of their legal grounds, is limited to the applicable warranty period. This also applies to delivered Products which, in accordance with their intended purpose, have been installed into a building structure. In any event it is acknowledged that (i) Intimus International's liability shall not exceed, in aggregate, the price paid by the Customer for the defective Product, and (ii) any and all indirect and consequential damages are expressly excluded from indemnification, including but not limited to loss of production, loss of anticipated or future profit, loss of revenue, loss of reputation, loss of contract, loss of opportunity and loss of goodwill.

9. The following companies are part of the Intimus corporation group:

Intimus International North America, Inc.

251 Wedcore Avenue

Wabash, IN 46992

USA