



## ENTEGRIS, INC. SPECIALTY MATERIALS DIVISION

### LIMITED WARRANTY FOR SPECIALTY MATERIALS PRODUCTS

Entegris warrants that all Specialty Materials Products sold to Buyer will be free of any claim of ownership by third parties and will conform to Entegris' specifications in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in writing by Buyer and Entegris. Any information regarding performance or use of any Specialty Materials Product is only offered as a suggestion for investigation for use by Buyer, based upon Entegris' experience. It is the responsibility of the Buyer to determine that the Specialty Materials Product is safe, lawful and technically suitable for the intended use.

Buyer shall inspect all Specialty Materials Products for damage, defect or shortage promptly after Buyer receives them, and will give Entegris prompt notice of any damage, defect or shortage that Buyer finds. The conditions of any test for conformity to Entegris' specifications shall be mutually agreed upon, and Entegris will be notified of, and may be represented at, all such tests. If any Specialty Materials Product is determined not to conform to the warranty set forth above during the period ending at the earlier of (i) the date of use of the Specialty Materials Product by Buyer, or (ii) three months from date of shipment by Entegris, then Entegris shall, at its option, either replace the defective Specialty

Materials Product or refund the purchase price. Defective Specialty Materials Products shall not be returned by Buyer until authorized by Entegris. This remedy is Buyer's exclusive remedy for breach of warranty. If applicable law prohibits this limitation of Buyer's remedies, then the maximum amount Buyer may claim from Entegris is the net purchase price that Buyer actually paid Entegris for the Specialty Materials Product determined to be defective.

**UNLESS OTHERWISE AGREED IN WRITING BY ENTEGRIS, THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER. IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ENTEGRIS EXPRESSLY DISCLAIMS AND BUYER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**ENTEGRIS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY ANY CUSTOMER FROM THE USE OF ITS SPECIALTY MATERIALS PRODUCTS.**

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