

LIMITED PRODUCT WARRANTY

Subject to the limitations, exclusions and disclaimers hereof, Kinova inc. ("**Kinova**") warrants to the original purchaser (the "**Purchaser**") of each new JACO™ (the "**Product**") that it shall (i) be free from defects in material and workmanship and (ii) operate in all material respects as described in the User Manual (the "**Limited Product Warranty**") for a continuous period of twenty-four months (24) from the initial date of shipment (the "**Warranty Period**") to the Purchaser. The Warranty Period shall not be extended due to suspension of the use of the Product because of repair, replacement, examination, servicing or any other reasons.

If Purchaser discovers within the Warranty Period a suspected breach of the Limited Product Warranty, Purchaser shall promptly notify Kinova of same in writing. Then, if so instructed by Kinova, Purchaser shall ship the Product to the designated facility, securely and properly packed in a shipping container, for examination and servicing. Within a reasonable time after receipt of the Product, if, upon examination by Kinova, the Product is determined to be in fact defective, Kinova shall at no charge to Purchaser (i) perform any repair or replacement it determines, in its sole and absolute discretion, is necessary or useful to correct any defect in material or workmanship; or (ii) provided that Purchaser shall return the defective Product to Kinova, refund the purchase price. The remedies provided above shall be Purchaser's sole and exclusive remedy and Kinova's sole and exclusive obligations under the Limited Product Warranty.

This Limited Product Warranty covers transportation, parts and labour costs only when, upon examination by Kinova, the Product is determined to be defective; provided that Purchaser shall bear all risk of loss or damage to the Product, parts, accessories and components while in transit. In the event no breach of this Limited Product Warranty is discovered by Kinova but the returned Product or parts, accessories or components thereof require repair or replacement, upon approval by Purchaser, Kinova shall repair or replace such Product or parts, accessories or components on a time and material basis, at Kinova's then current rates and such Product or parts, accessories or components shall be returned to Purchaser at Purchaser's cost and risk. Purchaser shall pay such fees and reimburse Kinova within thirty (30) days of invoice.

Parts, accessories or components that are new or reconditioned to perform as new, shall be furnished by Kinova on an exchange basis, and, upon the completion of such exchange, the exchanged parts, accessories or components shall become Kinova's property. Replacement parts, accessories or components not manufactured by Kinova shall carry only the warranty given by the manufacturer thereof, without any recourse to Kinova.

Kinova's Limited Product Warranty shall be automatically void if (i) any repairs, alterations, modifications, customizations, alterations, disassembling, additions or any other work is performed on the Product by any person other than Kinova, (ii) any alleged material defect is a result of abuse, misuse, improper maintenance, unusual physical or electrical stress and/or power surges, improper operating or environmental conditions or use for any purpose other than the Product's intended purpose, (iii) the Product is operated in conjunction with accessories, other products, ancillaries or peripheral equipments or substances that have not been approved in writing or validated by Kinova; (iv) any alleged material defect is a result of A failure to install or mount the Product as provided for in the User Manual; or (v) other acts which are not the fault of Kinova.

Moreover, ensuring interoperability of the Product with components, parts, accessories, other products, ancillaries or peripheral equipments shall be Purchaser's exclusive responsibility without recourse to KINOVA.

Consumables purchased by Purchaser from Kinova used in conjunction with the Product) are not warranted or guaranteed for any length of time. Periodic maintenance, repair and replacement of parts, accessories or components due to normal wear and tear are excluded from the Limited Product Warranty coverage.

EXCEPT AS EXPRESSLY PROVIDED IN THIS "LIMITED PRODUCT WARRANTY", ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY APPLICABLE LAW, BY CUSTOM, BY ORAL OR WRITTEN STATEMENTS OF KINOVA, OF KINOVA'S REPRESENTATIVES OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF THIRD PARTY RIGHTS OR UNINTERRUPTED USE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY SUPERCEDED, EXCLUDED AND DISCLAIMED BY KINOVA AND ARE EXPRESSLY WAIVED BY PURCHASER. NOTHING HEREUNDER SHALL BE INTERPRETED AS A WARRANTY THAT THE PRODUCT SHALL SATISFY THE NEEDS OF PURCHASER; Purchaser is solely responsible for making its own independent determination whether the Product suits its needs and intended uses (even if KINOVA is aware of Purchaser's needs and intended uses). No employee, agent, representative, subcontractor, authorized distributor or affiliate of Kinova has authority to bind Kinova to any oral or written representation or warranty concerning the Product, and if made, should not be relied upon by Purchaser. Any representation or warranty not expressly contained in this Limited Product Warranty is unenforceable.

EXCEPT FOR, AND SUBJECT TO THE SPECIFIC REMEDIES EXPRESSLY IDENTIFIED AS SUCH IN THIS LIMITED PRODUCT WARRANTY, IN NO EVENT SHALL KINOVA BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

THE LIMITATION OF LIABILITY AND THE LIMITATION OF DAMAGES SET FORTH ABOVE ARE A REASONABLE ALLOCATION OF RISK AND A FUNDAMENTAL PART OF THE BASIS OF EACH PARTY'S BARGAIN HEREUNDER, AND KINOVA WOULD NOT HAVE SOLD, AND PURCHASER PURCHASED THE PRODUCT ABSENT SUCH LIMITATIONS.

This Limited Product Warranty applies only to the Purchaser and is non transferable. Proof of purchase date will be required concerning all warranty claims. Please retain bills of sale for proof. For further information about the Limited Product Warranty procedure and additional support and maintenance, please visit Kinova's website at <http://www.kinova.ca/>.

The terms hereof and any action in connection therewith, regardless of form, shall be interpreted and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without giving effect to principles of conflicts of laws. Québec's courts in the district of Montréal shall have exclusive jurisdiction. The application of the United Nations Convention on Contracts for International Sales of Goods is hereby expressly waived and excluded from this Agreement.