

## PRODUCT WARRANTY WAIVER

<b>Newport Product(s):</b>	<b>350B, 505B, and 560B</b>
<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Company Phone:</b>	

Buyer acknowledges that MKS Newport Corporation is selling the product(s) referenced above to Buyer "AS-IS", and without warranty or representation of any kind (including use or suitability for production purposes). Newport expressly disclaims all warranties, express or implied, including without limitation any implied warranties of merchantability, noninfringement or fitness for a particular purpose. Buyer further acknowledges that the products are provided without active calibration.

This acknowledgement applies to all equipment sales and shipments of the indicated Newport product(s) from May 1<sup>st</sup>, 2021 and onwards. No future after sale calibration or repair services are available on the indicated Newport product(s) noted above. Please see the full list of applicable terms and conditions of sale on our Newport website:

<https://www.newport.com/terms-and-conditions-of-sale>

As a duly authorized representative of the company, I hereby confirm acceptance of this waiver which shall apply to all orders placed for the product(s) noted above.

<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Title of Signatory:</b>	
<b>Date:</b>	