



**Control Techniques**

a division of Nidec Motor Corporation

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## RELEASE AND WAIVER OF LIABILITY

\_\_\_\_\_(the "Company") has requested certain services to be provided by Nidec Industrial Automation USA, LLC, including its employees and agents ("Nidec Industrial Automation") in relation to remote diagnosis and remote remedial work on automation equipment such as drives, motion controllers or other equipment sold by Nidec Industrial Automation (the "Equipment") utilizing software to gain access to the software used with the Equipment (the "Software").

Company hereby grants Nidec Industrial Automation the right (i) to remotely access and take control of its desktop computers or notebooks or personal computers ("PC") in order to diagnose problems with the Equipment and/or the Software and (ii) to make parameter changes to the Software in the event that Nidec Industrial Automation identifies problems with the Equipment and/or the Software ((i) and (ii) together, the "Services").

Company acknowledges that the Equipment must be operational during the performance of the Services and acknowledges that certain risks may be incurred in operating the Equipment during the performance of the Services.

COMPANY ACKNOWLEDGES THAT NIDEC INDUSTRIAL AUTOMATION DOES NOT GIVE ANY WARRANTY ON THE OPERATION OF THE EQUIPMENT DURING THE PERFORMANCE OF THE SERVICES AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY, SAFETY AND ADEQUACY OF SAFETY PROCEDURES.

Company acknowledges that Nidec Industrial Automation and its directors, officers, employees, agents, representatives, sub-contractors, successors, and assigns are NOT responsible for the safe operation of the Equipment at any time during the performance of the Services.

IN CONSIDERATION FOR THE PROVISION OF THE SERVICES BY NIDEC INDUSTRIAL AUTOMATION, COMPANY HEREBY ASSUMES ALL OF THE RISKS IN THE OPERATION OF THE EQUIPMENT DURING THE SERVICES, including by way of example and not limitation, any risk of loss or damage resulting from operation of the Equipment during performance of the Services and any risks that may arise from negligence or carelessness in the performance of the Services, including without limitation, where liability may arise without fault.

In consideration of the Services to be performed, Company hereby takes action for itself, its directors, officers, employees, agents, representatives, sub-contractors, successors, and assigns as follows:

- (A) COMPANY WAIVES, RELEASES, AND DISCHARGES Nidec Industrial Automation from any and all liability arising from the operation of the Equipment during performance of the Services, including but not limited to, liability arising from the negligence or fault of Nidec Industrial Automation, for death, disability, personal injury, property damage, loss of property, or damage or loss of any other kind;
- (B) COMPANY INDEMNIFIES AND HOLDS HARMLESS Nidec Industrial Automation from any and all liabilities or claims made in connection with the Equipment and arising as a result of the performance of the Services, whether caused by the negligence of Nidec Industrial Automation or otherwise.

This Release and Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

COMPANY CERTIFIES THAT IT FULLY UNDERSTANDS THE CONTENT OF THIS RELEASE AND WAIVER OF LIABILITY AND IS AWARE THAT IT IS A CONTRACT THAT IS ENTERED INTO FREELY BY THE COMPANY.





Signed for and on behalf of Company by:

Signature

Printed Name

Job Title

Date

*\*Insert legal entity name of Customer*

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