



Full Warranty Document

I. WARRANTIES. (a) Warranties. Seller warrants that: (i) each product manufacture or fabricated by Seller (herein a "Product") is free from defects in material and workmanship; (ii) each Product materially conforms to Seller's specifications that are attached to or expressly incorporated into this Agreement; and (iii) at the time of delivery, Seller has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Seller

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, incorporated into this Agreement or delivered to Buyer with the Product; (iii) compliance with applicable generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Seller's discretion, (A) Buyer removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's expense, or (B) Buyer granting Seller reasonable access to the Product to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation to Seller.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Seller under this Agreement or procured through a third party. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable or consumable items that comprise part of the Product. Seller does not warrant or guarantee that any Product will be secure from cyberthreats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties not later than twelve (12) months from shipment of the Product by Seller to Buyer. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Seller's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The Warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Seller agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Seller to perform its warranty obligations; (iii) transportation to and from Seller's factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by Buyer with Article I(b) above or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Seller.

(f) Transferability. Unless otherwise agreed by Seller in writing at the time of purchase, and the Warranties are non-transferable, apply only during the warranty period, and apply only to the Product's initial end-user and at the initial location.

(g) THE WARRANTIES IN THIS ARTICLE I ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE ??? BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(h) **For Third Party Products:** Seller makes no warranty whatsoever with respect to products sold hereunder that were manufactured by any third party and re-sold by Seller, either separately or as incorporated into any Product sold by Seller and expressly disclaims, as to all such products, all warranties of merchantability, infringement, or fitness for a particular purpose. In each such instance, Buyer's sole and exclusive warranty, if any, is that provided by the manufacturer of such products. Seller will use commercially reasonable efforts to assist Buyer in obtaining the benefits of all such manufacturers' warranties provided Buyer has not taken any action or failed to take any action that has resulted in the manufacturer's warranty being voided. If Seller recommends a third-party product for a specific application, Seller does warrant that, in its professional opinion, the manufacturer's specifications for such product meet or exceed the requirements of the application.

II. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SELLER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SELLER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SELLER HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE EXTEND TO SELLER'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.