

## **SECTION 1 Statement of Limited Warranty.**

**1.1 Vendor warrants to Distributor that for a period of one hundred eighty (180) days from the date of receipt by Distributor, the Products shall be free of defects in materials and workmanship. Vendor further warrants to Distributor that the Products shall perform in accordance with the published specifications in their user manuals and related documentation provided by Vendor to Distributor, and shall achieve all functions described therein. At the option of Distributor, Vendor's obligations under this Product Warranty include: (1) repairing or replacing, at Vendor's option, any Products or parts that Vendor determines were defective at the time of shipment to Distributor on cross-ship terms or (2) returning the Products for credit. In the event the total value of returned Products under the Product Warranty exceeds one percent (1%) of the aggregate value of the prior quarter's shipments of Products, Distributor may charge Vendor a five percent (5%) handling fee on those returns greater than the one percent (1%) allowance.**

**1.2 Vendor warrants that the Products are in compliance with all applicable federal, state, provincial and local government standards and regulations.**

**1.3 Vendor warrants that all advertising and promotional materials and technical data provided to Distributor are true and accurate and do not modify any warranties or misrepresent the capabilities of the Products.**

**1.4 Distributor may pass along to its Distribution Channel ninety (90) days' coverage under this Product Warranty. The ninety (90) day term of warranty passed along in this way shall begin upon the date of receipt by the Distribution Channel member.**

## **SECTION 2 Limited Warranty Repairs of the Products.**

**2.1 The Vendor, at its option, may provide warranty service at its designated repair location or on-site warranty service in lieu of providing such service at its designated location. In addition, Vendor may (but need not) authorize repair of its Product by an authorized repair agent. Any such authorization must be acquired prior to the making of any such repairs.**

**2.2 Vendor has no obligations under this Product Warranty with respect to any defect unless it receives notice and a reasonably detailed description of such defect no later than the expiration of the warranty period. Notice may be given in writing via postal delivery, courier delivery, facsimile transmission, or electronic transmission and shall be effective upon receipt or by calling Vendor's Customer Service Department at a toll free telephone number to be provided by Vendor. Within five (5) business days after receipt of such notice, Vendor shall (1) designate the location at which any repairs will take place, and (2) assign a Return Material Authorization Number to any Product or parts to be returned for repair.**

**2.3 Return of any Product or parts to the repair location designated by Vendor must be accompanied by the Vendor's Return Material Authorization Number. In performing warranty service, Vendor shall furnish parts on an exchange basis, and the replaced parts shall become the property of Vendor. Any return of Product or parts contrary to this Product Warranty shall be refused, with the shipping party (Distributor or its Distribution Channel member, as the case may be) being invoiced at Vendor's then standard prices for any replacement parts which may previously have been issued. Notwithstanding the foregoing, in the event Vendor fails to designate a repair location and assign a Return Material Authorization Number within the above five (5) day period, the Product may be returned to Vendor for credit.**

**2.4 Shipments of returned Products from Distributor or its Distribution Channel member to Vendor shall be shipped freight collect. Upon completion of repairs, Vendor or its authorized repair agent shall return the Products directly to Distributor or its Distribution Channel member, as applicable, on forty-eight (48) hours cross-ship terms.**

**2.5 Vendor shall exercise reasonable diligence in completing warranty repairs or replacements in a timely fashion, but in no event shall Vendor be liable for any delay in repair or replacement and return, provided it continues to exercise reasonable diligence in effecting repairs or replacements.**

### **SECTION 3 Exclusions.**

**3.1 The limited warranty provided by Vendor does not impose any duty or liability upon Vendor for the following:**

**(A) Any damage caused by unauthorized adjustment, repair, or service by anyone other than personnel of Vendor or its authorized repair agents;**

**(B) Repair, damage, or increase in service time caused by the failure to provide a continuously suitable installation environment, including, but not limited to (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;**

**(C) Repair, damage, or increase in service time caused by labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of Vendor; and**

**(D) Any damage arising from the neglect or misuse of the Products.**

**3.2 Except for Distributor's opportunity to pass along to its Distribution Channel ninety (90) days' coverage under this Product Warranty as described above and the end user warranty as described below, rights under this Product Warranty are not assignable without the prior express written consent of Vendor.**

**3.3 THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**