

# Warranty

**Product Warranty.** Seller represents and warrants that: (i) each Product shall be free from defects in material and materially free in defects in workmanship and (ii) each Product shall conform to and perform in accordance with the specifications for any Products sold hereunder as set forth in the then-existing manuals for such Products (“Specifications”) relating thereto for a period of 6 years from date of manufacture.

**Warranty Limitations.** The warranties set forth herein shall extend only to Customer. Seller shall not be obligated to perform any term or condition hereunder if such performance would violate any governmental law, regulation or ordinance (foreign or domestic), and Seller shall not be liable for damages or otherwise as a result of such non-performance. The limited warranty covers normal use and shall not apply to any Product that has not been used in accordance with the Documentation or any Product which is defectively or improperly installed by Customer, which is mishandled, improperly maintained, or which is subject to abuse or misuse or spillage or exposure to any corrosive environment. Seller does not warrant or cover damages arising from: (i) impact with other objects, dropping, falls, spilled liquids, immersion in liquids, or inappropriate levels of electrical stress; (ii) a disaster such as a fire, flood, wind, earthquake, or lightning; (iii) attachments, alterations, modifications or foreign objects; (iv) installation, improper maintenance, or use not in accordance with the Documentation; (v) Customer’s hardware, software, network(s) and/or host system(s) or the combination, operation or use of the Product with such hardware, software, network(s) and/or host system(s); (vi) any alteration or modification to the Product or its components by anyone other than Seller; (vii) non-compliance with the Specifications or use of the Product for purposes other than those for which it was designed; and (viii) any other abuse, misuse, mishandling, or misapplication. The warranty set forth herein also does not cover any (x) Product for which the serial number has been removed or made illegible; (y) scratches or other cosmetic damage to Product surfaces that do not affect the operation of the Product; or (z) normal and customary wear and tear.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 11, THE PRODUCTS, THE PARTS, THE DOCUMENTATION, AND ANY AND ALL SERVICES AND OTHER PRODUCTS PROVIDED BY SELLER ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” SELLER MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, SYSTEMS INTEGRATION, AND GENERAL FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTY BASED ON A WARRANTY OR REPRESENTATION OF CUSTOMER WHICH IS INCONSISTENT WITH OR IN ADDITION TO SELLER’S WARRANTIES, AND CUSTOMER SHALL, AT ITS OWN EXPENSE, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIM BY ANY THIRD PARTY TO THE EXTENT IT IS BASED UPON ANY SUCH INCONSISTENT OR ADDITIONAL WARRANTY OR REPRESENTATION IN ACCORDANCE WITH THIS SECTION.

For a breach of the Product Warranty, stated in Section 11(a) above which is reported to Seller during the Warranty Period set forth above, Seller will first provide technical assistance to Customer by telephone or email. If such technical assistance does not remedy the problem(s) with the Product within five (5) business days after the claim, then Seller shall do one of the following within thirty (30) business days after the claim, and promptly notify Customer in writing of the chosen option: (i) require Customer to ship the Product to Seller specified location where Seller shall promptly correct or replace the defective Product so that the Product complies with all warranties herein, and ship the Product back to Customer, (ii) accept the defective Product for return and refund to Customer the amount actually paid to Seller therefor, (iii) correct or replace the defective Product at Customer’s location so that the Product complies with all warranties herein, or (iv)(1) ship a replacement Product with respect to such defective Product to Customer, (2) promptly upon receipt of such replacement Product require Customer to ship such defective Product to Seller specified location or such other location specified by Seller where Seller shall promptly correct such defective Product so that the Product complies with all warranties herein, and (3) ship the corrected Product to Customer and require Customer to return to Seller the replacement Product previously shipped to Customer. If Seller chooses the option set forth in clause (iv), (x) Seller may invoice Customer for the replacement Product to ensure that in the event Customer fails to return such replacement Product upon receipt of the corrected Product from Seller, Customer will be obligated to pay the full cost set forth in such invoice for such replacement Product, and (y) Seller may elect not to correct the defective Product upon receipt thereof from Customer and inform Customer that the replacement Product previously shipped to Customer replaces such defective Product at no cost to Customer. In the event of a breach of the Product Warranty, stated in Section 11(a) above which is reported to Seller during the Warranty Period set forth above, Seller will reimburse Customer for all shipping costs incurred by Customer to return such Products to Seller. THIS SECTION SETS FORTH SELLER’S SOLE LIABILITY AND CUSTOMER’S SOLE REMEDY FOR BREACH OF THE PRODUCT WARRANTY.