

SIPERA SYSTEMS, INC. PRODUCT WARRANTY

General

This Limited Warranty applies to the Sipera-branded hardware products ("Products") that are sold by or leased from Sipera Systems, Inc., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Sipera"). If you are purchasing the Product on behalf of a company that has a purchasing agreement in place with Sipera, the terms and conditions of such purchasing agreement shall apply instead of this Limited Warranty.

These terms and conditions constitute the complete and exclusive warranty agreement between you and Sipera regarding the Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations, including representations made in Sipera sales literature or advice given to you by Sipera or an agent or employee of Sipera that may have been made in connection with your purchase or lease of the Sipera branded product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Sipera.

Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, SIPERA MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. SIPERA DOES NOT WARRANT THAT YOUR USE OF THE SIPERA PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

Warranty Period

The warranty period for this Product is one (1) year from the date of product purchase ("Limited Warranty Period"). The Limited Warranty Period starts on the date of purchase or lease from Sipera. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.

Warranty Coverage

Sipera warrants that the Product and all the internal components of the product that you have purchased or leased from Sipera are free from defects in materials or workmanship under normal use during the Limited Warranty Period. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this Product and is not transferable to anyone who obtains ownership of the Product from the original purchaser or lessee.

Repair or Replacement

Sipera products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer.

During the Limited Warranty Period, Sipera will repair or replace the defective component parts or the Sipera product. All component parts or hardware products removed under this Limited Warranty become the property of Sipera. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the thirty (30) day limited warranty of the spare part. In the unlikely event that your Product has a recurring failure, Sipera, at its discretion, may elect to provide you with a replacement unit of Sipera's choosing that is at least equivalent to your Product in hardware performance. Sipera reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. THIS IS YOUR EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

Software and Data

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. SIPERA IS NOT RESPONSIBLE FOR DAMAGE TO, LOSS OF, OR DISCLOSURE OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. SIPERA IS NOT RESPONSIBLE FOR THE RESTORATION OR RE-CONFIGURATION OF YOUR PRODUCT.

SIPERA DOES NOT WARRANT SOFTWARE PRODUCTS. Sipera's only obligations with respect to software distributed by Sipera under the Sipera brand name are set forth in the applicable end-user license or program license agreement. Non-Sipera hardware and software products are provided "AS IS" unless expressly stated otherwise.

Warranty Exclusions

This Limited Warranty does not extend to:

- (a) Expendable parts;
- (b) Any product from which the serial number has been removed;
- (c) Damage or non-functionality that results from (i) failure to follow the instructions that came with the Product; (ii) accident, misuse, abuse, or other external causes; (iii) operation outside the usage parameters stated in the user documentation that shipped with the product; or (iv) use of parts not manufactured or sold by Sipera; or
- (d) Damage or non-functionality due to modifications or service by anyone other than (i) Sipera, (ii) a Sipera authorized service provider, or (iii) your own installation of end-user replaceable Sipera or Sipera-approved parts.

Limitation of Liability

IF YOUR PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. SIPERA'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY OR RELATED IN ANY WAY TO THE PRODUCT IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

SIPERA SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SIPERA SHALL NOT BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF SIPERA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY SUCH

DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Warranty Transfer to another Country

Sipera is not responsible for any handling fees, tariffs, or import duties that may be incurred in transferring the products. Products may be covered by export controls issued by the United States or other governments.

Service Upgrades

Sipera offers extra coverage for your product. For information on service upgrades, Please contact Dean Roth (636) 398-8443 or email = droth@sipera.com

Contact Information

Dean Roth

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