

Bressner Technology (Bressner) Warranty Terms and Conditions

1. Software Warranty

Bressner warrants that the software products sold by Bressner ("Software") will substantially conform to Bressner's specifications as set forth in the applicable documentation, at and from the date of original retail purchase of the Software for a period of ninety (90) days provided that the Software is properly installed and used as contemplated in its documentation. Bressner's sole obligation and End User's sole remedy for a breach of the foregoing warranty shall be to replace the non-conforming Software with software substantially conforming to Bressner's specifications or to refund fees as described below. Bressner further warrants that the media on which Bressner delivers the Software will be free of physical defects for a period of ninety (90) days or will be replaced by Bressner. Except as otherwise agreed by Bressner in writing, the replacement Software is subject to the terms and conditions of this Policy. If Bressner determines in its sole discretion that a material non-conformance cannot be corrected, or that it is not practical to replace the nonconforming Software, the price paid by the original licensee for the Software will be refunded by Bressner to End User and the license grant automatically terminated, in which case End User will promptly return to Bressner or destroy the Software and any copies in End User's possession.

2. Hardware Warranty

Bressner warrants that for a period of one (1) year for Bressner Appliances (i.e. UCFeatureBox, UCDoor, Busylight) from the Start Date, purchased by End User shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions and within specified environmental conditions. In the event of a product non-conformance, Bressner reserves the right to repair or replace the defective product with a replacement part which is either new or in like new condition. If Bressner is unable to provide a replacement part or otherwise remedy the defective product after making commercially reasonable efforts, Bressner reserves the right to refund a pro-rated calculation of the purchase price of the product as its exclusive warranty remedy. The pro-rated refund shall be based upon current Manufacturer's Suggested Retail Price of product and will be calculated by multiplying this amount by the fractional portion of the remaining duration of the warranty period of the purchased product. Provided that (a) the hardware product is covered under this warranty policy and (b) Bressner's support department has accepted a valid RMA case opened by the End User for the hardware product and (c) End User has provided Bressner a credit card guarantee until the defective hardware product is returned to Bressner, then Bressner will issue a replacement by advance cross-shipping DAP (Delivered at Place). End Users who do not return their defective Product to Bressner within thirty (30) business days will be charged the then current list price of the replacement Product.

3. Warranty Start Date

"Start Date" as used in this policy means (i) the date this product is shipped from Bressner, or (ii) in the case of resale by an authorized Bressner channel partner, the date not more than ninety (90) days after original shipment of this product by Bressner, or (iii) in the case of a pass through warranty to an End-User (meaning an individual or entity that pays for delivery of the product for their own use and not for further distribution or sale and who have agreed to the appropriate (EULA) made pursuant to an OEM Agreement between Bressner and another party, the date not more than ninety (90) days after original shipment of this product by Bressner to the other party executing the OEM Agreement.

4. Restrictions on Hardware and Software Warranties

No warranty shall apply if the hardware or software has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Bressner in the enclosed documentation and/or

documentation made available on www.bressner.com. The limited warranties provided by Bressner do not cover (i) Products that have been subjected to misuse, tampering, modification, experimentation, alteration, negligence, faulty installation, acts of terrorism, or acts of God; (ii) Products with the model or serial number altered, tampered with, or removed; (iii) Initial installation, installation and removal of the Product for repair, and shipping costs; (iv) Configuration of the Product; (v) Damage that occurs in shipment due to act of God, failures due to power surge, and cosmetic damage; (vi) Any hardware, software, firmware or other materials or services provided by anyone other than Bressner; (vii) Products obtained by fraud or any of the other Excluded Products referenced below; or (viii) Repair by anyone other than Bressner or Bressner's authorized representative. End User shall not upgrade or update product using software of any origin except commercial versions of the software released to End User by Bressner or its authorized distributors and/or channel partners from time to time. This warranty extends only to the original End User and is not transferable.

4.1

Products obtained by Fraud: Bressner will not support or offer any warranty on any product obtained fraudulently. End Users who are concerned they may have received their product as the outcome of a fraudulent sale may contact Bressner's Technical Support Department at +1 561 953-1866 with the serial number of the Product for a determination of whether their product is excluded from this warranty.