



LIMITED WARRANTY

Manufacturer warrants to Buyer that, for a period of twelve (12) months from shipment, each item of Equipment will be free from defects in materials and workmanship.

Manufacturer's obligation under this warranty is limited to, at Manufacturer's option, inspection, repairing or replacing of the Equipment and repair or replacement at Manufacturer's facility or at the location of the Equipment, any Equipment or parts thereof that Manufacturer determines not to conform to this warranty. It is understood that said warranty repair does not renew the warranty term for any Equipment except as to Equipment repaired or replaced during the first 90 days of the warranty term.

Buyer shall promptly notify Manufacturer in writing of any alleged defects in the Equipment and specifically describe the problem. For a warranty claim to be valid, notice must be submitted to Manufacturer within ten (10) working days after Seller's discovery of the alleged defect(s).

Manufacturer shall have no obligations under this warranty with respect to any defect unless it receives notice and a description of such defect no later than ten (10) working days following the expiration of the warranty period. Upon receipt of such notice, Manufacturer shall either advise Buyer that warranty service shall be provided at the location of the Equipment or shall instruct Buyer as to the part or parts of the Equipment that Buyer shall ship back to Manufacturer for repair or replacement. Transportation costs from the Buyer's facility to the Seller's facility shall be borne by the Buyer.

Manufacturer will pay the costs of transporting repaired or replaced Equipment back to Buyer which Manufacturer determines to have been defective; otherwise, Buyer shall pay all costs of transportation in both directions.

WARRANTY EXCLUSIONS

The limited warranty provided by Manufacturer does not impose any duty or liability upon Manufacturer for:

- (a) Any damage or defect occurring, at any time, during shipment of products. When returning products to Manufacturer for repair or replacement, Buyer assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Manufacturer and to ship the products in the manner prescribed by Manufacturer.
- (b) Any damage caused by installation, operation or maintenance that is inconsistent in any manner with the relevant installation, operation and maintenance requirements stated in the documentation provided by Manufacturer with the Equipment so as to, in Manufacturer's sole judgment, adversely affect the condition or performance of the Equipment.
- (c) Any damage caused by unauthorized alteration, adjustment, repair or service by anyone other than personnel of Manufacturer or its authorized repair agents.
- (d) 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, or (iii) any other cause other than ordinary use.



**MOUNTAIN
SECURE
SYSTEMS**

RELIABLE PERFORMANCE WHEN IT COUNTS

(e) Repair, damage or increase in service time caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, civil disturbance or any other cause beyond Manufacturer's reasonable control.

(f) Failure to adjust, repair or replace any item of hardware if it would be impractical for Manufacturer's personnel to do so because of connection of the hardware by mechanical or electrical means to another device not supplied by Manufacturer, or the existence of general environmental conditions at the hardware's location that pose a danger of harm to Manufacturer's personnel.

(g) Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of Manufacturer. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Buyer and are not part of the contract of sale.

(h) Any damage arising from the use of Manufacturer's products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Manufacturer. Manufacturer products are sophisticated data processing units and are not sold or distributed for personal, family or household purposes.

(i) Any performance of preventive maintenance.

THE FOREGOING WARRANTIES APPLY TO THE ORIGINAL PURCHASER AND THEIR CUSTOMERS AND ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (B) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (C) ANY AND ALL WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

Manufacturer shall in no event have obligations or liabilities to Buyer or any other person for loss of profits, loss of use or incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if Manufacturer has been advised of the possibility thereof, arising out of or in connection with the sale, delivery, use, repair or performance of the Equipment or the Programs, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the preceding sentence, Manufacturer shall not be liable for personal injury or property damage. In no event shall the liability of Manufacturer arising in connection with any Equipment sold hereunder exceed the actual amount paid by Buyer to Manufacturer for Equipment delivered hereunder.