

## STANDARD PRODUCT WARRANTY

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1) WARRANTY

Seller warrants that Goods manufactured and are generated by Seller, when properly installed and used pursuant to the Safety, Set-up, and Operations Instructions provided by Seller, shall be free from defects in material and workmanship and in substantial compliance with the operational features of Seller's specification at time of sales for a period of twelve (12) months, beginning on the date of Seller's original shipment of said Goods to Buyer unless otherwise provided herein. Seller warrants all Services for ninety (90) days after Seller's completion thereof unless otherwise mutually agreed upon under a separate written Service contract. Said warranties are collectively referred to herein as "the warranty" or "this warranty".

This warranty is null and void and does not apply to Goods that, upon examination by Seller, are found to have been (a) mishandled, misused, abused, or damaged by Buyer or Buyer's customer, (b) altered or repaired by anyone other than Seller or Seller's authorized representative, or (c) improperly stored, installed, operated, or maintained in a manner inconsistent with the Seller's instructions. This warranty does not apply to defects attributed to normal wear and tear or cosmetic defects. Notwithstanding anything herein to the contrary, Seller shall not have any liability of any kind whatsoever hereunder with respect to any Goods defects or Services defect (a) if such defect does not occur during the above described warranty period of time, or (b) if Buyer fails to notify Seller in writing of a Goods Defect or a Services defect within ten (10) days after the occurrence of such Goods defect or Services defect.

Seller, at its sole discretion, shall repair or replace defective Goods or issue Buyer a credit for the original price of the defective Goods. In the case of defective Services, Seller shall re-perform such Services. Such repair, replacement, credit, and re-performance by Seller shall be Buyer's sole remedy hereunder for defective Goods and defective Services. Under no circumstances shall Seller be liable hereunder for any retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith. The warranty period for repaired or replaced Goods or re-performed Services shall be the unexpired portion of the original warranty period.

THE EXPRESS WARRANTIES, AND THE REMEDIES DESCRIBED HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED OR STATUTORY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN HEREUNDER. SELLER MAKES NO REPRESENTATION HEREIN OF ANY KIND WHATSOEVER THAT THE GOODS SOLD TO BUYER ARE FREE OF THE RIGHTFUL CLAIM OF ANY PERSON BY WAY OF INFRINGEMENT OR OF INFRINGEMENT OF PATENT OR TRADEMARK OF THE LIKE. SELLER DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT WITH RESPECT TO THE GOODS, ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS, AND ANY WARRANTY OF THE FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS.

2) WARRANTY RETURN PROCEDURE

Buyer's return of defective Goods to Seller is subject to Seller's then current return authorization procedures. Buyer shall promptly notify Seller of any nonconformance of defects in Goods, and provide Seller a reasonable opportunity to inspect such Goods. Goods shall not be returned without Seller's prior written authorization. Buyer shall provide a written Buyer's Failure Report describing the reasons for the return, the circumstances under which the defect became apparent, and the date the defect occurred, or if not known, the date the defect was discovered. Once Seller authorizes the return in writing and provides a Return Material Authorization number, Buyer shall return the Goods transportation and insurance prepaid in accordance with the instructions issued by Seller. Goods are to be returned in its original shipping container and packed in accordance to Seller's instructions. Seller is not responsible for any damage due to improper packaging or shipping. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, warranty denial, or refusal of a return shipment. All returned shipments are inspected and photographed upon receipt of Goods. Buyer shall identify the model number or part number, description, and serial number, if applicable, for each of the Goods returned along with a copy of the aforementioned Buyer's Failure Report. Goods repaired or replaced under warranty shall be returned to Buyer at Seller's expense for standard transportation. Authorization of return of Goods by Seller does not necessarily mean Seller agrees that returned Goods are defective or covered under warranty, or that such Goods will be repaired or replaced at no cost to Buyer. Buyer shall not issue a debit memo for returned Goods, or offset payments due Seller, unless and until Seller advises Buyer to do so after Seller's final determination regarding cause of failure, responsibility, and warranty coverage.

3) NON-WARRANTY/NON-CONFIRMED FAILURES

Buyer's return of defective Goods to Seller is subject to Seller's then current return authorization procedures. Goods shall not be returned without Seller's prior written authorization. Buyer shall provide a written Buyer's Failure Report describing the reasons for the return, the circumstances under which the defect became apparent, and the date the defect occurred, or if not known, the date the defect was discovered. Once Seller authorizes the return in writing, Buyer shall return the Goods transportation and insurance prepaid in accordance with the instructions issued by Seller. Goods are to be returned in its original shipping container and packed in accordance to Seller's instructions. Seller is not responsible for any damage due to improper packaging or shipping. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, warranty denial, or refusal of a return shipment. All returned shipments are inspected and photographed upon receipt of Goods. Buyer shall identify the model number or part number, description, and serial number, if applicable, for each of the Goods returned along with a copy of the aforementioned Buyer's Failure Report.

Non-Warranty (by time or cause of failure) and non-confirmed Goods returned by Buyer shall be charged an evaluation fee as noted in the EVALUATION and REPAIR CHARGE PRICE LIST or unless otherwise agreed in writing. Evaluation shall not be performed until and unless Buyer issues a Purchase Order to Seller authorizing such Evaluation at Seller's then-current EVALUATION and REPAIR CHARGE PRICE LIST for Standard Catalogue items, components or modules or assemblies or as provided in written repair quotation. Seller's evaluation shall consist of incoming inspection, inspection for mechanical damage, electrical test, RF Test, documentation, and generating a Return Product Analysis Report. Invoice for Evaluation will be issued at time of issuance of Return Product Analysis Report to Buyer. Repair shall not be performed until and unless Buyer issues a Purchase Order to Seller authorizing such repair at Seller's then-current Repair Price List for Standard components or modules or assemblies or as provided in written repair quotation. In no event shall Seller retain or store Goods for more than ninety (90) days from date of original receipt of returned Goods. Seller reserves the right to return the non-repaired unit after ninety (90) days from date of original receipt of returned Goods at Buyer's expense or COD. Seller reserves the right to hold returned Goods if the Buyer does not promptly pay for applicable evaluation fees. All materials replaced as part of repair will be returned to Buyer unless written authorization is received by Buyer for proper disposal. Any fees associated with disposal will be at the expense of the Buyer.