



LIMITED WARRANTY

Seller warrants the Product furnished hereunder for a period of one (90) days from the date of invoice from Seller or its appointed distributor, as the case may be, that the Product furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six (6) months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

Seller makes no representation or warranty, express or implied, that the operation of the Product will be uninterrupted or error-free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements.

Seller does not warrant and will not be liable for any design, materials, or construction criteria furnished or specified by Customer and incorporated into the Product or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.

Satisfaction of any warranties provided herein will be limited, at Seller's option, to the replacement, repair, or issuance of a credit for the purchase price of the Product(s) involved, and where applicable, only after the return of such Product(s) with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service performed other than at Seller's principal place of business, will be at Customer's service.

Warranty satisfaction is available only if (a) Seller is promptly notified in writing and (b) Seller's examination discloses, to its satisfaction, that any alleged defect had not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration, or modification; accident; or unusual deterioration or degradation of the Product due to physical environment or electrical or electromagnetic noise environment.

The above warranties are in lieu of all other warranties whether expressed, implied, or statutory including implied warranties of merchantability or fitness for a particular use, or performance or application warranties, and extend only to Customers purchasing from Seller or its appointed distributor.

In no event will Seller be liable for incidental, indirect or consequential damages of any kind. Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the Products giving rise to the claims or liability. Any action against Seller must be brought within 18 months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this contract and regardless of the form of action, whether in contract, tort or otherwise, and further will extend to the benefit of Seller's vendors, appointed distributors and other authorized resellers as third-party beneficiaries.

Should there be a dispute between the parties with regard to any and all matters involving this limited warranty, the parties shall submit the same to a one-judge panel binding arbitration with Resolute Systems, Inc. or a similar organization. The cost of said arbitration shall be borne equally by the parties. The resulting decision shall be binding on all parties and enforceable in a court of competent jurisdiction. This document shall be governed by and construed under the laws of the State of Wisconsin.

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