

### Limited Warranty Statement

This Limited Warranty Statement (this "Limited Warranty") applies to all hardware and software products and internal components of such products (the "Products") sold by Quasonix, or its representatives, authorized resellers, or country distributors (collectively referred to herein as "Quasonix"). EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, QUASONIX MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS SOLD BY IT. Quasonix expressly disclaims all warranties and conditions not stated in this limited warranty. There are no warranties which extend beyond the description on the face hereof. Capitalized terms not otherwise defined herein shall have the meaning set forth in those certain General Terms and Conditions of Sale for Standard Product, as amended from time to time.

Quasonix warrants to customer that for one (1) year from the date of shipment of the Products by Quasonix (the "Warranty Period"), such Products purchased from Quasonix or its authorized affiliate will materially conform to the specifications set forth in the applicable Quasonix Specifications, if any, and are free from defects in materials and workmanship under normal use during the Warranty Period. As used herein, "normal use" means the intended use of the Products for which it was designed by Quasonix.

This Limited Warranty extends only to the original purchaser of the Products and is not transferable to anyone who obtains ownership of the Products from the original purchaser.

Quasonix's software, whether incorporated into the Products or sold separately, is warranted solely to the extent that problems or "bugs" are found in the software and affect the functional operation of the Products. At no time shall requests for changes in the software architecture or visual esthetics be considered a warranty item.

The Products are manufactured using new materials only. Replacement parts may be new or equivalent to new. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Warranty Period of the Products in which they are installed, whichever is longer.

During the Warranty Period, Quasonix will repair or replace the defective Products. All components or hardware products removed from the Products under this Limited Warranty become the property of Quasonix. All warranties are limited to the repair or replacement of the Products.

In no event shall Quasonix be liable for any special, consequential, incidental or indirect damages of any kind, including, without limitation, loss of profits, loss of data, "down-time," loss of use or damage to other equipment, or personal injury or death, whether or not Quasonix has been advised of the possibility of such loss.

Notwithstanding anything to the contrary herein, Quasonix's entire liability hereunder from any cause whatsoever and regardless of the form of action shall be limited to the amount actually received by Quasonix.

Quasonix shall not be liable for a breach of the warranty set forth in this Limited Warranty unless: (i) the customer gives written notice of the defect, reasonably described, to Quasonix's Contracts

Administrator within thirty (30) days of the time when customer discovers or ought to have discovered the defect and obtains a Return Materials Authorizations ("RMA") number; (ii) Quasonix is given a reasonable opportunity after receiving the notice to examine such Products and customer (if requested to do so by Quasonix) returns such Products to Quasonix's facility in Moorpark, CA, unless otherwise approved by Quasonix; and (iii) Quasonix reasonably verifies customer's claim that the Products are defective.

Subject to the foregoing, with respect to any such Products during the Warranty Period, Quasonix shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Quasonix so requests, customer shall, at Quasonix's expense, return such Products to Quasonix.

The customer is responsible for all costs associated with packaging and shipping of the defective Products to Quasonix's facility and clearly marking or affixing the given RMA number on the shipping label. Quasonix is not responsible for any loss or damage during shipment to Quasonix's facility. Following repair or replacement of covered Products, Quasonix will assume responsibility for the costs associated with the return of the material to the customer to an address provided by the customer. Notwithstanding the foregoing, items returned to Quasonix's facility and found to be operational or otherwise not covered by this Limited Warranty shall be returned to the customer at the customer's expense.

This Limited Warranty does not apply to expendable parts, such as cables, lamps, fuses, connectors, etc. This Limited Warranty does not extend to any Products which have been damaged or rendered defective (a) as a result of accident, misuse, abuse, or external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the Products; (c) as a result of a failure to follow the instructions in the Operations & Maintenance Manual (d) by the use of parts not manufactured or sold by Quasonix; or (e) by modification or service by anyone other than (i) Quasonix, (ii) an Quasonix authorized service provider, or (iii) your own installation of end-user replaceable Quasonix or Quasonix approved parts if available for the Products in the servicing country.

**THE TERMS OF THE WARRANTIES CONTAINED HEREIN DO NOT IN ANY WAY EXTEND TO ANY PRODUCT OR PART THEREOF OR SOFTWARE MATERIALS WHICH WERE NOT MANUFACTURED BY SELLER OR PREPARED BY SELLER OR ANY OF ITS AFFILIATES.**

These terms and conditions constitute the complete and exclusive warranty agreement between the customer and Quasonix regarding the Products purchased. This Limited Warranty is applicable in all countries and may be enforced in any country where Quasonix or its authorized affiliates offer warranty service subject to the terms and conditions set forth in this Limited Warranty.

These terms and conditions supersede any prior agreements or representations (including representations made in Quasonix sales literature or advice given to the customer by Quasonix or an agent or employee of Quasonix) that may have been made in connection with the purchase of the Products. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Quasonix.

### **Extended Warranties**

Extended warranties or extra coverage are available upon request. Please contact Quasonix for details and pricing.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.**

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