

# LIMITED WARRANTY AND LIMITATION OF LIABILITY

**LIMITED WARRANTY.** Crossbow Technology, Inc. (“Crossbow”) standard hardware products are warranted against defects in materials and workmanship for a period of one (1) year from the date Crossbow ships the products to Customer (“Delivery Date”). All standard software products are licensed to Customer under the terms of the appropriate Crossbow software license. For a period of ninety (90) days from the Delivery Date, Crossbow software products (when properly installed on Crossbow hardware products) (a) will substantially conform with the descriptions in the accompanying written materials if properly used in accordance with the procedures in such documentation, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization (“RMA”) number from Crossbow before returning any product under warranty to Crossbow. Customer shall pay expenses for shipment of repaired or replacement products to and from Crossbow. After examining and testing a returned product, if Crossbow concludes that a returned product is not defective, Customer will be notified, the product returned at Customer’s expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the products has resulted from accident, abuse, misapplication, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable Crossbow software, utilization of an improper hardware or software key, modifications of the product by Customer or a third party, or unauthorized maintenance or repair.

**CUSTOMER REMEDIES.** Crossbow’s sole obligation (and Customer’s sole remedy) with respect to the foregoing Limited Warranty shall be to, at Crossbow’s option, refund the fees paid by Customer hereunder or repair any defective product or replace any defective product with functionally equivalent product, after the defective product is returned to Crossbow.

**RETURN/CANCELLATION POLICY.** Customer may return unwanted product within thirty (30) days of Delivery Date. Customer shall pay a twenty percent (20%) restocking charge on any unwanted products returned to Crossbow. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, Crossbow shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. An RMA number must be obtained from Crossbow for any return of product. Crossbow may terminate any order if any representations made by Customer to Crossbow are false or misleading.

**NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. CROSSBOW DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

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**USE IN LIFE SUPPORT APPLICATIONS.** Crossbow products are not designed for use in any life support and/or safety equipment where failure to perform can reasonably be expected to result in personal injury or death. Customer uses or sells Crossbow products as a component of life support and/or safety applications at Customer’s own risk and agrees to defend, indemnify and hold harmless Crossbow from any and all damages, claims, suits or expense resulting from such use or sale.