

## **DYNASERVO LIMITED WARRANTY POLICY**

### **Hardware:**

Vendor (DYNASERVO Inc.) carries manufacturer's limited warranty for a period of one year from the date of shipment by Vendor or by its appointed distributor, that hardware products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Vendor similarly warrants repaired or replacement products provided under this warranty for a period of six months from the date of shipment.

### **Software & Firmware:**

Vendor (DYNASERVO Inc.) carries manufacturer's limited warranty for a period of one year from the date of shipment by Vendor or by its appointed distributor, that standard software or firmware products furnished hereunder, when used with Vendor-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Vendor. Vendor makes no representation or warranty, express or implied, that the operation of software or firmware products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software or firmware corrections are warranted for a period of six months from the date of shipment.

### **Factory repair & Field exchange:**

Vendor (DYNASERVO Inc.) warrants for a period of six months from the date of shipment by Vendor or by its appointed distributor, that chargeable or nonwarranty factory repaired or field exchanged hardware products furnished hereunder will be free from defects in material and workmanship. Product furnished on the exchange basis may be new or reconditioned.

### **Service:**

Vendor (DYNASERVO Inc.) warrants that products comprised of services, including engineering and custom application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Vendor. All warranties relative to provided services are disclaimed.

### **Customer specifications:**

Vendor (DYNASERVO Inc.) does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by Customer and incorporated into the products or for products made by or sourced from other sellers 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 seller other than Vendor to the extent permissible thereunder.

### **Remedies:**

Satisfaction of the above listed warranties will be limited, at Vendors option, to the replacement, repair or modification of, or issuance of credit for the purchase price of the product involved, and where applicable only after the return of such products with Vendor consent. It is Customer's responsibility to arrange for proper delivery of such products to Vendor. Replacement products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Vendors premises, will be at Customer's expense.

### **General:**

Warranty satisfaction is available only if (1) Vendor is promptly notified in writing and (2) Vendor examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

THE ABOVE LISTED 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 EXTENDED ONLY TO CUSTOMERS PURCHASING FROM VENDOR OR ITS APPOINTED DISTRIBUTORS.

LIMIT OF LIABILITY -- IN NO EVENT WILL VENDOR (DYNASERVO INC.) BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. VENDOR'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL 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 CLAIM OR LIABILITY. ANY ACTION AGAINST VENDOR MUST BE BROUGHT WITHIN EIGHTEEN MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF VENDOR APPOINTED DISTRIBUTORS, AND OTHER AUTHORIZED RESELLERS. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.