

This document is a supplement to a contract between the parties that sets out the complete terms and conditions governing any transaction (“Contract”). Capitalized terms used in this document and not otherwise defined shall have the meaning ascribed to such terms in the Contract.

Product Warranty Terms. Supplier warrants that at the time of delivery Supplier manufactured products comply with the applicable Supplier specifications for such products and are free from material defects in workmanship and material for twelve (12) months after date of shipment (“**Warranty Period**”). Warranties for products manufactured by third parties will be assigned to Buyer (to the extent Supplier has the right to transfer).

Supplier is not, and will not be, liable for defects attributable to: (a) noncompliance with Supplier’s instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, (d) damage caused by failure of any item or service not supplied by Supplier, or (e) normal wear and tear or maintenance. Supplier’s sole liability and Buyer’s exclusive remedy, which shall be determined in Supplier’s sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

Supplier has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed (approximate date and maintenance activity), and the nature of the unsatisfactory condition of Supplier’s Product. Upon Supplier’s request, Buyer will give Supplier access to these records for substantiating warranty claims.

Procedure for Warranty Claims. If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Supplier. Written authorization from Supplier must be obtained prior to returning any Product(s) to Supplier for warranty assessment. Return shipments and insurance must be prepaid by Buyer must be appropriately packed and must be made within 30 days after Buyer identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Supplier shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Supplier’s sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Supplier’s expense). Supplier will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Supplier a standard testing charge for any Products not found to be defective.

Services Warranty. Services shall be performed in a professional and workmanlike manner and at the time performed, materially comply with defined requirements for thirty (30) days from the date services are performed (the “Service Warranty Period”). Supplier’s obligation and Buyer’s sole remedy under this warranty is that Supplier will correct or re-perform defective services or refund fees paid for the services, at Supplier’s sole election, if Buyer notifies Supplier in writing of defective services within the

Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.

Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Supplier’s authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Supplier caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Supplier’s control, including Buyer’s failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering’s network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

Technical Advice. Any recommendation or assistance provided by Supplier concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer’s own risk and without any obligation or liability to Supplier. It is the Buyer’s sole responsibility to determine the suitability of an Offering for use in Buyer’s application(s). The failure by Supplier to make recommendations or provide assistance shall not give rise to any liability for Supplier.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF SUPPLIER WITH RESPECT TO THE PRODUCTS AND SERVICES. FURTHER SUPPLIER MAKES NO WARRANTIES AS TO PERFORMANCE UNLESS EXPRESSLY STATED IN A PERFORMANCE WARRANTY DOCUMENT, NOR AS TO ANY WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCTS WHICH IS NOT MANUFACTURED BY SUPPLIER.

THE REMEDIES SET FORTH HEREIN ARE BUYER’S EXCLUSIVE REMEDIES AGAINST SUPPLIER AND ITS SUPPLIERS UNDER THE CONTRACT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.