

PRODUCT WARRANTY

Products are warranted to perform in accordance with their published specifications in effect at the date of initial shipment by NAI Tech Products and to be free from defects in material and workmanship (i.e., assembly) for twelve (12) months following installation with End-User, or for up to fifteen (15) months following Shipment, whichever period is shorter.

In the event that an exchange unit is required to replace a unit that has failed while in service, the exchange unit will be warranted under the balance of the original unit's warranty. If the exchange unit is purchased for replacement outside of the original unit's warranty period, the exchange unit will carry a ninety (90) day warranty.

Software will perform and conform to the published specifications stated in its operator's manual for a period of twelve (12) months from the date of shipment or installation, whichever is earlier.

NAI Tech Products supplied services will be supplied in a workmanlike manner. NAI does not warrant that use of Products or Software will be uninterrupted or error-free. Buyer and End-User assumes full responsibility for selection of appropriate software and equipment to meet its needs. These warranties do not apply to any Products, Software or services that are:

- (i) Repaired, moved or modified other than by NAI Tech Products or its authorized service personnel; or
- (ii) Subjected to physical, thermal, or electrical abuse, stress, or misuse; or
- (iii) Shipped, stored, operated, modified, or maintained in any manner inconsistent with applicable NAI Tech Products instructions.

WARRANTY CLAIMS & REMEDIES

To initiate a warranty claim contact NAI Tech Products for a Return Material Authorization Number (RMA).

In the case of any breach of the above warranty, NAI Tech Products will replace with new or repaired items any defective part or component of a Product which is returned to the NAI designated facility, freight prepaid. Return freight costs for repaired, exchanged or replaced items are the responsibility of Buyer or End-User.

In the case of Software, NAI Tech Products will use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation or failure to conform in substantial conformity with its functional specifications; NAI Tech Products does not warrant that all Software defects or bugs will be corrected.

Alternatively, NAI Tech Products may elect to repay or credit to Buyer an amount equal to the purchase price of the defective Product, component, Software or service.

All claims shall be initiated by contacting NAI Tech Products within the coverage period. NAI Tech Products must be afforded reasonable access and opportunity to inspect all associated systems, software, and materials.

Upon request, NAI Tech Products will also provide on-site warranty support services to be charged at our prevailing rates.

These remedies shall comprise our entire liability and Buyers exclusive remedy for breach of warranty and are in lieu of any other remedy at law or in equity.

**EXCEPT FOR THE FOREGOING, NAI MAKES NO EXPRESS OR IMPLIED WARRANTIES,
AND DISCLAIMS ALL IMPLIED WARRANTIES
(INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS
FOR A PARTICULAR PURPOSE).**

