



LIMITED WARRANTY

- 1. Limited Warranty.** SensThys warrants that (i) each SensArray, SensArray+, and other hardware components (“Hardware”) will be free from defects in materials and workmanship for a period of one (1) year after transfer of title (the “Hardware Warranty Term”), and (ii) the media (the “Software” Media”) which contain the Software will be free from defects in materials and workmanship for a period of ninety (90) days after transfer of title (the “Software Media Warranty Term”) and together with the Hardware Warranty Term and Software Warranty Term is the “Warranty Term” provided with respect to (i) and (ii) that such defect does not arise from (a) abuse, misuse, neglect, vandalism or accident, or (b) modification or repair of the Product by personnel not certified by SensThys to perform such modification or repair, or (c) use the Product outside of the environmental specifications set forth in published product Specifications, manuals or other documentation. Product problems attributable to the use of Products with equipment or software not supplied by SensThys are not covered under warranty. The limited warranty for the Software Media set forth above does not apply to the Software itself, which provided “AS IS”.
- 2. Return Procedures.** If Customer determines that a Product violates the applicable warranty set forth in Section 1. Above, Customer will contact SensThys at (408) 982-3733 as soon as practicable, but in no event later than the end of the applicable Warranty Term, to request a Return Material Authorization (“RMA”) number. Upon receiving the RMA number, Customer will mark such number prominently on the shipping container for the defective Product and will ship such Product to SensThys in accordance with the instructions provided with the RMA number, freight prepaid, and properly insured, in accordance with any shipping instructions provided by SensThys. If SensThys reasonably determines that a returned Product does not violate the applicable warranty set forth in Section 1 Above, SensThys will return such Product to Customer, freight collect. Otherwise, SensThys will, at its sole option or expense, either (a) repair the defective Product, (b) replace the defective Product with a new or used and re-manufactured part, (c) provide a “work-around” or “patch” for the Product or (d) refund to Customer the purchase price of the Product. If SensThys elects to do (a), (b), or (c), SensThys will return the repaired, replaced or patched Product (as applicable to Customer, freight prepaid and properly insured).
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