



The following Warranty applies to Smarteye Corporation (“Smarteye”) products sold by Smarteye and purchased for Customer’s use, and not for resale.

1. WARRANTY

Smarteye warrants that during the warranty period the Products will be free from defects in material and workmanship.

2. WARRANTY PERIOD

Smarteye shall provide labor and material for warranty repairs for a period of one (1) year from the date of shipment of all Products supplied under the Contract.

3. THIRD PARTY PRODUCTS AND PARTS

UNLESS OTHERWISE EXPRESSLY STATED IN THE QUOTATION, PRODUCTS AND PARTS SUPPLIED UNDER THE CONTRACT THAT HAVE BEEN PURCHASED BY SMARTEYE FROM THIRD PARTY MANUFACTURERS SHALL ONLY HAVE THE WARRANTY OFFERED BY THE MANUFACTURER THEREOF AND SMARTEYE MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4. REMEDIES

Should any Product defect or nonconformance appear during the warranty period, as Customer’s sole and exclusive remedy, Smarteye shall, upon prompt notice by the Customer and verification of the defect or nonconformance by Smarteye, correct such nonconformity at its option, by repair or replacement of the nonconforming Product or parts thereof. Customer is responsible (solely at its cost) for all freight and transport to send a nonconforming Product to, and pick it up from, Smarteye’s designated repair facility, as directed by Smarteye.

5. SERVICES OUTSIDE OF WARRANTY

An invoice will be issued to Customer by Smarteye in accordance with the applicable rates for parts and services which (i) fall in the general category of normal maintenance, (ii) are needed to make additions or modifications requested by the Customer and not originally contracted for, or (iii) are required to make repairs not covered by this warranty, including but not limited to damages caused by accident, misuse, neglect, alteration, improper storage, installation or maintenance, unauthorized repair, or customer programming problems.

6. MISCELLANEOUS

Repair parts and fixes outside the initial warranty are warranted by Smarteye for a period of ninety (90) days from the date of repair, provided however, that repairs or replacements to original



Products shall not renew or extend the warranty period of such Products. Replaced Products become the property of Smarteye.

7. EXCLUSIONS

The foregoing warranty does not apply to Products that are in any way changed by Customer or any third party from the Products delivered by Smarteye, are damaged or cause damage as a result of misuse, accident, neglect, or improper installation, alterations, or repairs on the part of Customer or any third party, or are not made available for inspection and testing by Smarteye.

8. GENERAL

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO THE PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SMARTEYE DOES NOT WARRANT THAT ANY PRODUCT WILL BE ERROR-FREE.