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## LIMITED WARRANTY

Sentera, Inc (Seller) warrants this product against defects in material and workmanship. The warranty period for Sentera sensors shall be three hundred sixty five (365) days from the date of purchase by Buyer. The warranty period for Sentera non-sensor hardware shall be sixty (60) days from the date of purchase by buyer. Seller's obligation under this warranty is limited to, at Seller's option, repairing or replacing any Goods that fail to conform to the foregoing warranty. Seller's liability is conditioned upon Buyer giving written notice to Seller of any defect covered by this warranty within thirty (30) days of the appearance of such defect but in no event later than 365 days from the date of delivery of the Goods to Buyer. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. The warranty period for Goods or parts thereof that have been repaired or replaced shall be thirty (30) days.

### EXCLUSIONS

Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme" environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed; v) are designed and produced by other original equipment manufacturers; or vi) have been modified by seller voiding the original equipment manufacturers warranty.

### LIMITATION OF LIABILITY AND DISCLAIMER OF OTHER WARRANTIES

The warranties, obligations and liabilities of seller, and the rights and remedies of buyer, are exclusive and in lieu of all other warranties, obligations and liabilities of seller, and all other warranties, express or implied, arising by law or otherwise, including without limitation any warranty of merchantability or fitness for a particular purpose, are expressly disclaimed. Seller makes no other warranty beyond those expressly contained in this writing.

Seller's liability with respect to nonconforming or defective goods is limited to buyer's net current purchase price, after cash and other discounts, of any such goods or, at seller's option, to the repair or replacement of such goods upon its evaluation by supplier's technical representatives or its return to supplier, transportation charges prepaid.

Notwithstanding anything else in this agreement and notwithstanding the failure of essential purpose of any such limited remedy, seller's total liability in contract, tort, strict liability or otherwise arising in connection with this agreement shall be limited to the agreement amount paid by buyer to seller



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under this agreement.

Notwithstanding anything else in this agreement, seller shall in no event be liable to buyer for indirect, incidental, collateral, special, punitive or consequential damages or losses such as but not limited to line stop, recalls, harm to business or business reputation, loss of revenues, loss of anticipated savings or lost profits, whether or not foreseeable, and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise.

After generating an approved Return Materials Authorization (RMA), Seller will pay lowest shipping fees, not to exceed \$500 each way, associated with warranty repair or replacement of approved RMA.

Seller does not warrant or guarantee any other original equipment manufactured products. All original equipment manufacturer warranties voided by the installation of Seller's products are not covered under this warranty. Buyer attempting to return materials to other manufacturers with Seller's equipment installed, may request removal and reinstallation of Seller's equipment for a \$300 fee plus shipping and handling. After reinstallation, Seller will test fly and record QA data for Buyer.