

NOVASOM INDUSTRIES WARRANTY AND LIMITATION OF REMEDIES AND DAMAGES

1. PREMISE

1. Novasom Industries (“NI”) hardware, as shipped by the manufacturer, is not designed to operate in standalone mode, but requires application software, power, and connections with sensors and actuators that are provided by the system integrator to be fully operational.
2. Claims for nonfunctioning products are null and void if:
 - Incorrect or inappropriate connections to the power lines, or power that is not within the documented voltage range are determined to have been made.
 - Incorrect or inappropriate connections through sensors or actuators
 - Generic Electro Magnetic Interference (EMI) problems where the system integrator did not provide correct shielding or qualification measurements during final installations.
 - General short-circuit or out of range on I/O signals. It is important to note that the General Purpose Input/Output (GPIO) available from strip XX, is intended to be used with an appropriate carrier board and is directly connected to the processor without filter or protection.
 - Manufacturer guarantees performance based on the Linux operating Systems and functional Software drivers sold with the board, and any compatible upgrades available from its web site or through franchised distributors. The manufacturer does not guarantee performance and cannot accept any claim with a different release of the Operating System or use of custom SW drivers not provided by the manufacturer.
 - Guaranteed operation of pre-configured kernel from NI. Other configurations are not guaranteed.
3. Battery of Real Time Clock (RTC) and Secure Digital (SD) card are out of the warranty period.

2. HARDWARE WARRANTY- NOVASOM INDUSTRIES PRODUCTS

Seller warrants that under normal use and operation by Customer our parts will be free from defects in material or workmanship for a period of two (2) years from date of delivery of product.

Extension of warranty up to three (3) additional years is available according to “NI 3 years Extended Warranty conditions” document. This warranty shall not apply to any claim, problem, or defect which is the result of Customer’s design specifications for a part, or the normal wear and tear, mishandling, misuse, neglect or improper testing or repair of parts by Customer or any unauthorized third person. Any alteration or modification by a part other than NI, of a part shall render this warranty null, void, and unenforceable. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except as expressly set forth above, neither we nor any vendor of our parts or services (“Vendors”) makes any other representation or warranty of any kind, whether express or implied (either in fact or by operation of law), with respect to the parts. Any warranty or representation relating to the parts which is inconsistent herewith is unauthorized and expressly disclaimed, and shall not be binding upon either us or Vendors.

Customer’s sole and exclusive remedy under this warranty for an actual defect in the material or workmanship of a part shall be, at our option, to replace or to issue a credit for the purchase price paid for the part. IN NO EVENT SHALL WE OR ANY VENDOR BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. This exclusion of damages includes any claimed loss of use, lost revenue, lost profits or goodwill, in connection with or arising out of the agreement, including, without



limitation but not limited to, labor costs or lost profits resulting from the use of or inability to use the parts or from the parts being incorporated in or becoming a component of any other article, even if we or any Vendor has been advised of the possibility of such incidental or consequential damages. We have the right to inspect parts claimed to be defective before they are returned. Work performed on Customer's furnished material will be at Customer's risk. We assume no liability for damage to Customer's furnished material.

3. RETURN MATERIAL AUTHORIZATION

Before returning any product for repair, the customer must obtain a Return Material Authorization (RMA), from NI using the RMA request form that can found on the website www.novasomindustries.com. An RMA number must always be generated for both warranty and non-warranty repairs.

4. WARRANTY REPAIR

Upon receipt of a RMA number, the customer can return the product covered by warranty for repair. Product still under warranty will be repaired or replaced at no cost. Upon receipt of the product, NI will initiate an invoice for approximate costs to evaluate and repair the product. If the product is covered under the warranty, the costs incurred to evaluate and repair the product will not be assessed to the Customer. If the product is not under a warranty, the Customer is responsible for all costs to evaluate and repair the product.

5. NON-REPAIRABLE HARDWARE

If the returned product cannot be repaired and the product is still under warranty, the customer will be notified by NI with a delivery date for the replacement with an equivalent product.

For custom products, if the returned product cannot be repaired and the product is still under warranty, the customer will be notified by NI with a delivery date for the replacement with an equivalent product. If the product is not available, the customer will get a refund of the purchase price of the product. In this case the refunded amount will be reduced of 10%/year considered on the purchase date.

For Hardware not covered by warranty, NI offers the following options:

- Upgrade to a new product, with the same functions based on the standard price list price
- Return of the product to the customer with the charge of cost for the additional testing and evaluation

6. RETURNED HARDWARE THAT IS WITHIN SPECIFICATIONS

If the hardware returned is found to be without defect, NI will notify the customer and return the product to the customer at his own expense. Customer is responsible for costs related to testing and evaluation.

7. NON-WARRANTY REPAIR

If the product is not under a warranty, the Customer is responsible for all costs to evaluate and repair the products that are no longer covered by warranty. Cost will be notified in advance through a formal quotation. A proposal for costs to evaluate and repair the product will be sent to the customer prior to commencement of any work by NI. NI will only commence work upon acceptance of the proposal by



Customer. Non-Warranty repairs performed pursuant to this paragraph shall include a 90 day warranty for such repair, which commences on the date of delivery of the repaired product to the Customer.

8. HARDWARE WARRANTY FOR PRODUCTS NOT MANUFACTURED BY NOVASOM

NI is not responsible for warranty of materials purchased on behalf of the customer to be delivered as a part of a kit. A kit that includes, for example, a display or a power supply, will require the customer to refer to the original manufacturer's warranty for those non Novasom built items. In the event that a custom build that includes non-Novasom built product is purchased, a separate warranty agreement will be negotiated.