

## **Warranty**

Aeon Labs warrants to the original purchaser of Products that for the Warranty Period (as defined below), the Products will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Products in accordance with installation instructions and the operating manual supplied to Customer. Warranty claims must be made by Customer in writing within thirty (30) days of the manifestation of a problem. Aeon Labs' sole obligation under the foregoing warranty is, at Aeon Labs' option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the Products and to refund the purchase price to Customer.

The "Warranty Period" begins on the date the Products is delivered and continues for 12 months.

Any repairs under this warranty must be conducted by an authorized Aeon Labs service representative and under Aeon Labs' RMA policy. Any repairs conducted by unauthorized persons shall void this warranty.

Excluded from the warranty are problems due to accidents, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, misuse, misapplication, storage damage, negligence, electrical power problems, or modification to the Products or its components.

Aeon Labs does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.

Aeon Labs will pass on to Customer all manufacturers' Material warranties to the extent that they are transferable, but will not independently warrant any Material.

Customer must prepay shipping and transportation charges for returned Products, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Aeon Labs will ship the repaired or replacement products to Customer freight prepaid.

Customer shall indemnify, defend, and hold Aeon Labs and Aeon Labs' affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives harmless from all demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused either by a defective product (including strict liability in tort) or by the negligent or willful acts or omissions of Customer or its officers, employees, subcontractors or agents, and/or (ii) arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, mask work, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with the products, except to the extent that such infringement exists as a result of Aeon Labs' manufacturing processes.

IN NO EVENT SHALL AEON LABS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AEON LABS' LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT

OR THE SALE OR USE OF THE PRODUCTS, WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF AGREEMENT, OR EQUITABLE PRINCIPLES, IS EXPRESSLY LIMITED TO, AT AEON LABS' OPTION, REPLACEMENT OF, OR REPAYMENT OF THE PURCHASE PRICE FOR THAT PORTION OF PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. ALL CLAIMS OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF PRODUCTS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING WITHIN THIRTY (30) DAYS FROM AEON LABS'S DELIVERY, OR THE DATE FIXED FOR DELIVERY IN THE EVENT OF NONDELIVERY.

THE INDEMNITY AND WARRANTY IN ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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