

## LIMITED WARRANTY STATEMENT

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DAQ Electronics, LLC  
Piscataway Corporate Center  
262B Old New Brunswick Road - Piscataway, NJ 08844  
T: 732.981.0050 - F: 732.981.0058  
[www.daq.net](http://www.daq.net)

## LIMITED WARRANTY STATEMENT

- a. Except to the extent modified by DAQ Electronics' VAR Agreement, Schedule A if applicable, Products will conform to DAQ's then current drawings and specifications and be free from defects in material and workmanship under normal use for twenty-five (25) months, beginning on the date the Product is shipped to the Customer. DAQ's sole obligation, and Customer's exclusive remedy, for breach of the Warranty is for DAQ, at its sole option, to either repair or replace the Product or to refund Customer's purchase price for the Product (together with any taxes and other charges paid thereon) in the form of credit, which fails to meet the Warranty. Repairs and/or replacements shall be returned to the location designated by DAQ, with a written explanation of failure along with an approved return material authorization ("RMA") issued by DAQ. Replacement components are warranted for ninety (90) calendar days or for the remainder of the in-effect Product Warranty period, whichever is greater. The aforementioned Warranty shall not apply to Products: (i) used for purposes for which they are not designated or intended, or (ii) which have been repaired or altered without DAQ's prior written consent, (iii) which have been subjected to misuse, negligence, accident or improper maintenance or (iv) upon DAQ's examination, do not disclose to DAQ's reasonable satisfaction nonconformance to the Warranty provisions or DAQ cannot duplicate the nonconformance to the Warranty herein.
  
- b. Except to the extent modified by DAQ's VAR Agreement, Schedule A if applicable, Software, coterminous with the applicable Product Warranty period, shall function without material defect to DAQ's then current specifications for such and DAQ's only obligation for any portion of the Software that is non-functioning is the correction or replacement of the Software or refund of the purchase price at DAQ's sole option. Notwithstanding the foregoing, DAQ makes no guarantee as to the accuracy or operational capability of the Software. Customer acknowledges that DAQ may issue fixes, enhancements and or updates to the Products, including to the Software. Customer shall ensure that the Products, including any Software, are properly updated and Customer acknowledges that its failure to do so may void any warranty otherwise applicable to the Products, including the Software.

- c. Within fourteen (14) business days after DAQ's date of delivery of Products, Customer and/or its customer shall be entitled to inspect and verify that the Product operates to DAQ specifications, otherwise upon written notice Customer may return the Product for replacement. Customer will handle and be responsible for all warranty returns from its customers. Provided that DAQ has provided Customer with an RMA to be used in returning non-conforming Products to DAQ, DAQ shall bear all cost associated with freight and insurance to DAQ's designated location.
- d. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DAQ NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OR THE RESULTS OF THE USE OF THE PRODUCTS AND/OR LICENSES PROVIDED HEREUNDER IN TERMS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, OR OTHERWISE, AND DAQ MAKES NO WARRANTY WHATSOEVER OF ANY NONSTANDARD PRODUCTS SUPPLIED BY IT HEREUNDER. DAQ SHALL NOT BE LIABLE UNDER THIS WARRANTY IF THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, MODIFICATIONS, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD, NOR DOES DAQ MAKE ANY SOFTWARE WARRANTY OF ERROR FREE OPERATION.