

Limited Warranty – Software Limited Warranty and Hardware Limited Warranty

Introduction - Software

Clarinet Systems, Inc. (“CSI”) warrants that software licensed from it will perform in substantial conformance to their program specifications, for a period of ninety (90) days from the date of original purchase from Clarinet Systems Inc., or its authorized Distributor/Reseller/System Integrator (“Authorized Reseller”). CSI warrants the media containing software against failure during the warranty period. No updates to this software are provided. CSI does not provide any warranty for any other third-party applications software that is licensed to Customer by the third party. CSI’s sole obligation with respect to this express warranty shall be (at CSI’s discretion) to refund the purchase price paid by Customer for any defective software product, or to replace any defective media with software which substantially conforms to applicable CSI published specifications. CSI makes no warranty or representation that its software products will meet Customer’s requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

Introduction - Hardware

CSI-branded hardware products come with a one (1) year warranty from the date of original purchase from CSI, or its Authorized Reseller. CSI warrants that its products will be free from defects in workmanship and materials, under normal use. A one-year Extended (Limited) Warranty Service (“EWS”) is also available for purchase. The EWS covering your system will be noted on your invoice and included in the documentation accompanying your system.

One-Year Limited Warranty - Hardware

CSI manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. CSI warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is one year beginning on the date of invoice. This limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by CSI, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by CSI.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (excepted as specifically noted); accessories or parts added to a CSI system after the system is shipped from CSI or accessories or parts that are not installed in the CSI factory.

(For customers located in continental USA.) During the one-year period beginning on the invoice date, CSI will repair or replace products covered under this limited warranty that are authorized by CSI to be returned to CSI’s facility. To request limited warranty service, you must contact CSI’s Technical Support within the limited warranty period. If limited warranty service is required, CSI will issue a Return Material Authorization (“RMA”) Number. CSI is not responsible for the products received without a RMA. You must ship the products back to CSI in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dated proof of original purchase from CSI, or its Authorized Reseller will be required. CSI will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

(For customers located in location other than continental USA.) During the one-year period beginning on the invoice date, Authorized Reseller, whom the product is purchased from, will repair or replace products covered under this limited warranty that are authorized by Authorized Reseller to be returned to Authorized Reseller’s facility. To request limited warranty service, you must contact Authorized Reseller’s Technical Support within the limited warranty period. If limited warranty service is required, Authorized Reseller will issue a Return Material Authorization (“RMA”) Number. Authorized Reseller is not responsible for the products received without a RMA. You must ship the products back to Authorized Reseller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dated proof of original purchase from its Authorized Reseller will be required. Authorized Reseller will ship the repaired or replacement products to you freight prepaid if you use an address in the same country and continental as the Authorized Reseller, where applicable, otherwise will be made freight collect.

CSI owns all parts removed from repaired products. CSI uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If CSI repairs or replaces a product, its limited warranty term is not extended.

One-Year Extended Warranty Service (“EWS”) - Hardware

CSI customers have the option to purchase EWS for a period of one year commencing on the expiration of the One-Year Limited Warranty. CSI customers can only purchase this option once and must do so prior to the expiration of the One-Year Limited Warranty. CSI manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. CSI warrants that the hardware products it manufactures will be free from defects in materials and workmanship. Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by CSI, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by CSI.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (excepted as specifically noted); accessories or parts added to a CSI system after the system is shipped from CSI, or accessories or parts that are not installed in the CSI factory.

(For customers located in continental USA.) During the One-Year EWS, CSI will repair or replace products covered under this limited warranty that are authorized by CSI to be returned to CSI’s facility. To request limited warranty service, you must contact CSI’s Technical Support within the limited warranty period. If limited warranty service is required, CSI will issue a RMA Number. CSI is not responsible for the products received without a RMA. You must ship the products back to CSI in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dated proof of original purchase of product and EWS from CSI, or its Authorized Reseller will be required. CSI will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

(For customers located in location other than continental USA.) During the one-year period beginning on the invoice date, Authorized Reseller, whom the product is purchased from, will repair or replace products covered under this limited warranty that are authorized by Authorized Reseller to be returned to Authorized Reseller’s facility. To request limited warranty service, you must contact Authorized Reseller’s Technical Support within the limited warranty period. If limited warranty service is required, Authorized Reseller will issue a Return Material Authorization (“RMA”) Number. Authorized Reseller is not responsible for the products received without a RMA. You must ship the products back to Authorized Reseller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dated proof of original purchase of product and EWS from its Authorized Reseller will be required. Authorized Reseller will ship the repaired or replacement products to you freight prepaid if you use an address in the same country and continental as the Authorized Reseller, where applicable, otherwise will be made freight collect.

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General

IF CSI PRODUCTS DO NOT OPERATE AS WARRANTED ABOVE, CUSTOMER’S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT(S) OR PART(S) OR REFUND OF THE PURCHASE PRICE PAID, AT CSI’S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH

PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CSI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to CSI's One Year Limited Warranty and the One Year EWS only.

You must first call our Technical Center for a return authorization at (510) 249-9660 or local Authorized Reseller. If we are not able to replace the product because it has been discontinued or is not available, CSI will replace it with a comparable product. This warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted, incorrect environments or wear from ordinary use.

DISCLAIMER

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

GOVERNING LAW

This limited Warranty shall be governed by the laws of the State of California, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

These provisions apply to CSI's one-year limited warranty and one-year EWS only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract. CSI reserves the right to modify its Warranty Policy at any time and without any advance notice.