

PRODUCT WARRANTY AND DISCLAIMER

LIMITED WARRANTY

A. NVIS warrants the following with respect to Product manufactured by NVIS or bearing the NVIS label: (1) that the Product is free from defects in material and workmanship and when used in accordance with the user manual supplied with the Product, will operate substantially in accordance with the applicable functional specifications applicable to the product release purchased; and (2) that upon payment in full for the Product, they shall be rendered free and clear of liens, claims or encumbrances of any

B. The above Product warranty shall extend to the original end user purchaser of the Product for a period of twelve (12) months from the date of shipment, unless otherwise stated on a formal quotation issued by NVIS. With respect to any products sold but not manufactured by NVIS or bearing the NVIS label, NVIS will assign to Customer all available manufacturer warranties.

C. NVIS's sole liability under this warranty shall be (a) either to repair or to replace, at NVIS's option, the defective Product component(s) in accordance with NVIS's return and repair procedures, or (b) if after repeated efforts NVIS is unable to resolve the defect by repair or replacement, to refund the purchase price upon return of the defective item. The warranty period for repaired or replaced Products shall be the remainder of the original warranty period for the repaired or replaced item. NVIS shall incur no obligation under this warranty if (1) the allegedly defective Product is returned to NVIS more than thirty (30) days after the expiration of the applicable warranty period; (2) if NVIS's verifiable tests disclose that the alleged defect is not due to defects in material or workmanship; or (3) if, in NVIS's sole judgment, the Product has been subjected to misuse or neglect, alteration, improper maintenance or damage due to excessive physical or heat or stress. This Product warranty is void if the serial number of the Product has been defaced, altered or removed.

WARRANTY LIMITATIONS AND EXCLUSIONS.

A. THE WARRANTIES SET FORTH ABOVE FOR THE PRODUCTS PROVIDED HEREUNDER ARE COMPLETE AND ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER OR PRIOR STATEMENT, WRITTEN OR ORAL, NVIS MAKES NO OTHER WARRANTIES REGARDING THE QUALITY OF ITS PRODUCT(S) OR THE MATERIALS COMTEMPLATED HEREUNDER AND NVIS EXPRESSLY DISCLAIMS ANY WARRANTIES OF DURABILITY, THAT THE PRODUCT WILL MEET ALL OF CUSTOMER'S NEEDS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE.

B. Customer acknowledges and agrees that the Products supplied under this Agreement are intended for standard commercial uses and are not specifically designed, manufactured or intended for use or resale in critical applications or hazardous environments requiring fail-safe performance and in which the failure of Products could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). NVIS and its suppliers explicitly disclaim any express or implied warranty of fitness for any such use and the customer hereby agrees to release and hold NVIS harmless from liability resulting out of or in connection with implementation of these Products in High Risk Activities.

C. LIMITATION OF LIABILITY. NVIS'S LIABILITY SHALL BE LIMITED TO THE PRICE PAID BY CUSTOMER FOR THE GOODS OR TO REPLACEMENT OF THE GOODS, AND CUSOMTER SHALL BE ENTITLTED TO NO OTHER REMEDY, REGARDLESS OF THE FORM OF THE CLAIM. NVIS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THE PRODUCT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, ATTORNEYS' FEES, DAMAGE TO BUSINESS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, DOWN-TIME COSTS OR DAMAGES FOR DELAY, OR FOR DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM ANY ACTS OR OMISSIONS, WHETHER IN NEGLIGENCE, STRICT LIABILITY, OR OTHER PRODUCT LIABILITY THEORIES. THE LIMITATIONS OF LIABILITY AND WARRANTY DISCLAIMERS STATED IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

PRODUCT REPAIR AND RETURN PROCEDURES.

A. No Product shall be returned without prior NVIS authorization. Inoperative or malfunctioning Product must be returned by Customer in protective material, securely packaged to prevent damage in transit with the original proof of purchase, and shipped prepaid to:

NVIS
Attn: RMA #####
11495 Sunset Hills Road, Suite 202
Reston, VA 20190 USA
Phone: (703) 891-1130

B. NVIS will return repaired/replaced Product via surface freight to Customer's location. The cost of expedited freight, if requested, shall be at Customer's expense. Product found to be operable after testing (i.e. no trouble found), may be subject to NVIS's then-current handling charge.

C. Repairable out-of-warranty Product will be repaired at NVIS's then-current repair charges upon receipt of the Product and Customer's applicable purchase order or other written authorization to repair.