



Waveteq Limited Standard Warranty

Warranty Policy

Waveteq warrants that (i) Waveteq has all Intellectual Property rights necessary to sell the Waveteq Products, and to license the software in accordance with the terms of this policy, and (ii) each Waveteq Product will be free from defects in material and workmanship and will conform to Waveteq's specifications to the particular Product for a period of 12 months from the date of invoice.

Waveteq's exclusive remedy for any defective product is limited to the repair or replacement of the defective Product at Waveteq's sole discretion. Waveteq will have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. Waveteq's replacement Product under its limited standard warranty will be manufactured from new and serviceable used parts. Waveteq's warranty applies to replaced Products for the balance of the applicable period of the original standard warranty or ninety days from the date of shipment of a repaired or replaced Product, whichever is longer.

All defective Waveteq Products, or defective components thereof, returned under this warranty shall become Waveteq's property.

Limitations

The foregoing warranties apply only to Waveteq Partner's and to its End-Users. Waveteq shall provide warranty service only for the most current version of the Waveteq Products. Waveteq shall have no obligation to provide warranty services if the Material Defect in the Waveteq Product is caused by a malfunction of non-Waveteq hardware or software, by modification of the Waveteq Product not made by Waveteq, by operator error, or by use of the Waveteq Product that is not in accordance with the operating instructions for the Waveteq Products. Waveteq will accept warranty returns only from certified partners and the certified partners must arrange all details of such returns with End-Users eligible under the foregoing warranties.

Waveteq has no liability for general, consequential, incidental or special damages. These includes lost profits and the cost of the installation or removal of an Products, the installation of repaired or replacement Products, and any inspection, testing , or redesign caused by any defect or by the repair or replacement of Products arising from a defect in any Product.

Disclaimer

EXCEPT FOR WARRANTIES STATED IN THE ABOVE, WAVETEIQ DESCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON WAVETEIQ PRODUCTS FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ANY "ACTS OF GOD" INCLUDING LIGHTNING DAMAGE WILL NOT BE COVERED UNDER THIS WARRANTY AND ANY DAMAGE TO THE EQUIPMENT AS RESULT OF AN "ACT OF GOD" WILL NOT BE COVERED UNDER THE WAVETEIQ WARRANTY POLICY. THE CERTIFIED PARTNER WILL BE BILLED FOR THE PRICE OF THE PRODUCT FOR ANY PRODUCT RETURNED TO WAVETEIQ THAT IS DEEMED TO HAVE FAILED AS A RESULT OF AN "ACT OF GOD" OR MODICATIONS NOT MADE BY WAVETEIQ.