

Warranties and Liabilities

MaxVision Corporation warrants that the Product, in the course of its normal use, will conform to MaxVision's specifications and be free from defects in material and workmanship for a period of twelve (12) months from the date of the original sale. Such warranty commences on the purchase date appearing on the invoice. The original end user is entitled to customer support through telecommunication during normal MaxVision business hours and email support to be responded to as support staff are available. Such support shall be limited to hardware operations and the software required operating such hardware. Upon written request and subject to the availability of MaxVision personnel, additional support may be provided by MaxVision in its sole discretion on a time and materials basis.

Limited Warranty for Software. MaxVision warrants to the original end user only that the Software as delivered at the time of purchase will perform in MaxVision hardware, and that the original diskettes or compact disks are free from defects in material and workmanship under normal use, for a period of thirty (30) days from the date of original sale, provided the Software is used with a MaxVision unit. MaxVision makes no warranty that the Software will work in combination with any hardware or software products provided by third parties, that the operation of the Software will be uninterrupted or error-free, or that all defects in the Software will be corrected. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. MaxVision's entire liability, and your sole and exclusive remedy shall be, at MaxVision's option, either to (a) correct or help you work around or avoid a reproducible Error or (b) replace defective diskettes or compact disks. Any replacement Software will be warranted for the remainder of the original Limited Software Warranty Period.

Limited Warranty for the Product. MaxVision warrants to the original end user only that all Products sold by MaxVision will be free from defects in material and workmanship and conform substantially to the applicable standards set forth in the Documentation, under normal use, for a period of 365 days from the date of original sale. This limited warranty is void if failure of the Product has resulted from accident, abuse, or misapplication. If MaxVision confirms a Product is defective after you have obtained a Return Materials Allowance Number for such Product and, at your expense, have returned the Product to MaxVision for inspection, MaxVision will, at its election, repair or replace such Product at no charge to you. Replacement Product may be either new or remanufactured. In the event that the Product returned is not defective, you will be responsible for freight costs for return shipment to you. The foregoing warranty shall not apply to Product that has been (a) damaged by accident, Acts of God, shipment, improper installation, abnormal physical or electrical stress, misuse or misapplication, as determined by MaxVision in its sole reasonable discretion, or (b) modified without MaxVision's express written acceptance of such modification for warranty purposes. MaxVision reserves the right to charge additional fees for repairs or replacements performed outside the Warranty Period. Any replaced or repaired components, subassemblies or units as well as spare parts are warranted for thirty (30) days or the remainder of the original warranty period, whichever is longer. MaxVision shall not be responsible for any software, firmware, information or memory data of yours contained in, stored on, or integrated with any Products returned to MaxVision pursuant to any warranty under this Agreement.

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