

LAETUS WARRANTY POLICY (rev. 1-2016)

1. Hardware Equipment Warranty. LAETUS warrants that the LAETUS hardware products delivered to Buyer ("Hardware Equipment") conform to LAETUS' published specifications and are free from defects in design, materials and workmanship (jointly "Defects") under normal operation and maintenance conditions and used as directed in LAETUS' documentation. The warranty set forth herein is limited to Defects existing at the time of the delivery of the Hardware Equipment and is subject to a written notification of the existence of such Defects received by LAETUS within the Warranty Period or within eight (8) days from discovery by Buyer of the Defect, whichever is the earlier. The warranty set forth herein equally applies to software embedded into the Hardware Equipment.

The warranty set forth herein covers, at LAETUS' discretion, either free of charge repair or replacement of the Hardware Equipment or individual parts thereof LAETUS which confirms to be defective, and includes all associated costs for materials, labor and standard shipment, excluding however priority shipment and import duties, if any. Warranty Services to correct Defects shall be performed per Section 6 below. If LAETUS is unable to repair or replace defective Hardware Equipment after a reasonable number of attempts, the Buyer may reduce the price in the same proportion as the value that the Hardware Equipment actually delivered had at the time of the delivery bears to the value that conforming Hardware Equipment would have had at that time. The Buyer may declare the Purchase Agreement avoided only if the failure of LAETUS to rectify Defects amounts to a fundamental breach of the Purchase Agreement.

2. Warranty Period. The Warranty Period is twelve (12) months from the actual date of delivery, but no later than thirteen (13) months from the initially agreed upon delivery date.

3. Spare Parts Warranty. LAETUS warrants that: spare parts will conform to LAETUS' published specifications and be free from defects in workmanship and materials under normal operation and maintenance conditions and used as directed in LAETUS' documentation (jointly "Defects") during the Warranty Period referenced above. The warranty set forth herein covers free replacement of the parts LAETUS confirms to be defective, and includes associated costs for standard shipment, excluding priority shipment and import duties, if any and further excluding any labor costs. The warranty set forth herein is subject to a written notification of the existence of such Defects received by LAETUS within the Warranty Period, or within eight (8) days from discovery by Buyer, whichever is earlier. In case LAETUS is unable to replace the warranted parts after a reasonable number of attempts, LAETUS will, as a sole remedy, accept the return of the affected parts against a refund of the purchase price paid by Buyer for the same.

4. Software Warranty. Except as otherwise provided in LAETUS' End User License Agreement, LAETUS warrants that during the Warranty Period referenced above, LAETUS software will perform substantially in accordance with LAETUS' published specifications and any accompanying user documentation, under normal operation and maintenance conditions and used as directed in LAETUS' documentation. The warranty set forth herein is subject to (i) a written notification of the existence of such Defects received by LAETUS within the Warranty Period or within eight (8) days from discovery by Buyer of the Defect, whichever is the earlier. Warranty Services to correct Defects will be performed per Section 6 below. If LAETUS is unable to repair warranted software products after a reasonable number of attempts, as a sole remedy, LAETUS will accept the return of the affected software against a refund of the purchase price paid by Buyer for the same.

5. Non-LAETUS Equipment, Parts or Software – Except for third party Hardware Equipment, parts and software sold by LAETUS (which is covered by LAETUS warranty per the terms herein), LAETUS will pass through any transferable manufacturer's warranties to Buyer. No additional warranties are provided by LAETUS.

6. Warranty Services. Subject to the other provisions herein, LAETUS will, at its discretion and at its expense, either replace the Hardware Equipment, parts or software it confirms to be defective, or make the necessary repairs after confirmation that the non-conforming products were stored, installed, maintained and used in accordance with LAETUS' recommendations, accompanying documentation, published specifications and standard industry practice. Onsite warranty services will be available during regular LAETUS business hours, excluding weekends and holidays. Repaired/replaced Hardware Equipment, parts and software are warranted for the term of the original warranty of the defective product. Replacement parts or hardware products may be new or refurbished, and may contain refurbished parts, but will be equivalent to new in performance. All replaced hardware products and parts will be LAETUS' property and Buyer shall promptly forward the same to LAETUS if the same is in Buyer's possession.

7. Warranty Exceptions. This Warranty Policy does not cover failure of warranted products resulting from: (i) accident, abuse, misuse, neglect or any other use not in accordance with LAETUS' recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to LAETUS's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in LAETUS's accompanying documentation or published specifications; (v) repair or service by anyone other than LAETUS or its authorized representatives; (vi) the warranted products or any part thereof, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by LAETUS; (vii) any attachments or modifications to the warranted products not manufactured, distributed or approved by LAETUS; or (viii) normal wear and tear. Warranty is available only to Buyer, excluding any third parties, unless otherwise prohibited by law. LAETUS in its sole but reasonable discretion shall determine whether these exceptions apply.

8. Warranty Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE PROVIDED SOLELY TO BUYER AND ARE EXCLUSIVE OF ANY OTHER WARRANTIES. LAETUS DISCLAIMS ANY FURTHER OR OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. Limitation of Liability. LAETUS SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS FOR: (A) INJURY TO LIFE, BODY OR HEALTH DUE TO NEGLIGENT BREACH OF DUTY BY LAETUS OR INTENTIONAL OR NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS; (B) DAMAGE ARISING FROM A GROSSLY NEGLIGENT BREACH OF DUTY BY LAETUS OR FROM AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OF LAETUS OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS.

THE PARTIES AGREE TO LIMIT THEIR LIABILITY AS FOLLOWS: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR LOSS OF ANY ECONOMICAL ADVANTAGE, ARISING OUT OF ANY PURCHASE AGREEMENT OR ANY PRODUCTS PROVIDED THEREUNDER,

WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY; (B) LAETUS' MAXIMUM LIABILITY FOR THE BREACH OF SUBSTANTIAL CONTRACTUAL DUTIES AS A RESULT OF ORDINARY NEGLIGENCE ON THE PART OF LAETUS, LAETUS' LEGAL REPRESENTATIVES OR VICARIOUS AGENTS SHALL IN NO EVENT EXCEED THE FORSEEABLE DAMAGE TYPICAL FOR THE TYPE OF CONTRACT AND AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID TO LAETUS FOR THE PRODUCT GIVING RISE TO THE CLAIM; (C) LAETUS' LIABILITY FOR DAMAGES ARISING FROM BREACH OF ANCILLARY DUTIES OR NON-SUBSTANTIAL DUTIES IN THE CASE OF ORDINARY NEGLIGENCE ARE EXCLUDED.

10. **Translations.** In case any conflict would exist between versions of this warranty policy provided in different languages, the English version of this warranty policy shall control.