

SCRIPTEL CORPORATION SCRIPTOUCH LIMITED WARRANTY

This document is excerpted from our Terms and Conditions. Please reference that document for our complete legal terms.

7.1 Warranty Period.

The warranty period, if any, for each Product shall begin on the date the Product is shipped to Customer and shall end upon the expiration of the warranty period, if any, set forth in the Sales Information or the Warranty Period webpage, which provides a list of the warranty periods for different Products. If the Sales Information and Warranty Period webpage provide no warranty period for a Product, the warranty period for such Product shall be ninety (90) days. Notwithstanding the foregoing, such warranty periods shall not apply to any claims related to cosmetic or aesthetic defects that do not impair the functionality of the Products ("Cosmetic Defects"). The warranty period for Products with Cosmetic Defects shall be thirty (30) days from the date the applicable Product is shipped to Customer. The term "Warranty Period," as used herein, shall mean the period of warranty for the applicable Product pursuant to this Section, subject to the foregoing thirty (30) day limit for claims based on Cosmetic Defects.

7.2 Limited Warranty.

Subject to the exclusions and limitations provided in Section 7.3 below, Scriptel warrants that the Products shall be free from defects in materials and workmanship during the Warranty Period ("Warranty").

7.3 WARRANTY EXCLUSIONS.

THE WARRANTY PROVIDED IN SECTION 7.1 SHALL NOT COVER, AND SCRIPTEL SHALL NOT BE RESPONSIBLE FOR, ANY DAMAGE, MALFUNCTION, DEFICIENCY, SHORTCOMING, LOSS OR LIABILITY CAUSED BY THE FOLLOWING:

- (A) IMPROPER INSTALLATION, SET-UP, TESTING OR TRAINING;
- (B) FAILURE TO PROVIDE A SUITABLE OPERATING ENVIRONMENT;
- (C) MISUSE, ABUSE, VANDALISM, ACCIDENTS, THEFT, FIRE, MISPLACEMENT, EXTERNAL CAUSES, POWER SURGES, PROBLEMS WITH ELECTRICAL POWER, VIRUSES, RECKLESS, WILLFUL, OR INTENTIONAL CONDUCT;
- (D) FAILURE TO USE, MONITOR OR MAINTAIN ANY PRODUCT IN ACCORDANCE WITH:
 - (I) THE APPLICABLE USER'S MANUAL, GUIDE, SPECIFICATIONS OR DOCUMENTATION PROVIDED BY SCRIPTEL (COLLECTIVELY, "**PRODUCT DOCUMENTATION**"); OR
 - (II) GOOD INDUSTRY PRACTICE;
- (E) USE OF ANY PRODUCT OTHER THAN FOR WHICH SUCH PRODUCT IS DESIGNED;
- (F) MODIFICATION OR DAMAGE OF ANY PRODUCT'S EMBEDDED FIRMWARE OR SOFTWARE DRIVERS BY SOFTWARE APPLICATIONS THAT ARE NOT PROVIDED BY SCRIPTEL;
- (G) ATTACHMENT, REMOVAL OR ALTERATION OF ANY PART OF ANY PRODUCT WITHOUT THE PRIOR WRITTEN CONSENT OF SCRIPTEL;
- (H) UNUSUAL MECHANICAL, PHYSICAL OR ELECTRICAL STRESS;



- (I) EXPOSURE OF ANY PRODUCT TO DIRECT SUNLIGHT, RAIN OR OTHER OUTDOOR ENVIRONMENTAL ELEMENTS;
- (J) EXPOSURE TO LIQUID;
- (K) FAILURE TO PERFORM PREVENTIVE MAINTENANCE;
- (L) IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY;
- (M) ANY SOFTWARE THAT IS NOT SUPPLIED BY SCRIPTEL;
- (N) THE COMBINATION OF ANY PRODUCT WITH ANY SOFTWARE, PRODUCT OR DEVICE NOT SUPPLIED BY SCRIPTEL;
- (O) ANY EQUIPMENT OR COMPONENTS THAT WERE NOT INCLUDED IN ANY PRODUCT AS ORIGINALLY SOLD TO CUSTOMER;
- (P) SERVICES, REPAIRS OR MODIFICATIONS NOT PERFORMED BY SCRIPTEL OR BY A SERVICE PROVIDER AUTHORIZED IN WRITING BY SCRIPTEL;
- (Q) NORMAL WEAR AND TEAR; OR
- (R) ANY PRODUCT FOR WHICH SCRIPTEL'S SERIAL NUMBER IS MISSING, ALTERED OR DEFACTED OR IF ANY "WARRANTY VOID IF REMOVED" STICKER IS DAMAGED, MISSING OR SHOWS SIGNS OR TAMPERING.

7.4 Procedures to Obtain Warranty Service.

In the event that any Product has a defect covered by the Warranty, Customer shall comply with this Section 7.4 to qualify for receiving warranty service from Scriptel or its authorized contractor.

- 7.4.1** To qualify for any claim based on a Cosmetic Defect, Customer must not have put the applicable Product in use, and Customer shall provide a written certification to such effect.
- 7.4.2** To qualify for Warranty service for any Product: (a) Customer must provide Scriptel with a written claim within the applicable Warranty Period that describes the alleged defect; (b) Scriptel must receive such claim within thirty (30) days after Customer's initial discovery of the alleged defect; (c) Customer shall include in such claim, a detailed description of the symptoms associated with such alleged failure; and (d) if requested by Scriptel, Customer shall provide Scriptel with the opportunity to inspect such Product as installed or to diagnose the alleged defect over the telephone or via exchange of emails with the Customer. The term, "**Warranty Claim,**" as used herein, shall mean a written claim provided by Customer in accordance with this Section 7.4.2 or a written confirmation sent from Scriptel to Customer that describes a claim that Customer explained to Scriptel through a telephone call.
- 7.4.3** Scriptel may then provide an RMA number to Customer. Unless otherwise directed in writing by Scriptel, within thirty (30) days after Scriptel's receipt of the Warranty Claim, Customer shall ship to Scriptel, the alleged defective Product packaged in its original shipping carton or a functional equivalent. Customer shall mark the carton exterior with the RMA number. Subject to Section 7.4.7, Customer shall pay for the shipping expense. Customer shall bear all risk of damage and loss related to the shipping of the Product to Scriptel.
- 7.4.4** Within a reasonable time after Scriptel's receipt of an alleged defective Product in accordance with this Section 7.4, Scriptel will attempt to verify that the Product qualifies as a failure covered by Warranty. Upon such verification, Scriptel shall, at Scriptel's sole option, either: (a) repair or modify the Product to resolve the defect; (b) replace the Product with a substantially similar product that may be new, refurbished or remanufactured at Scriptel's option; or (c) refund the amount Customer paid for the Product, less depreciation. Replacement parts and products will be new or serviceably used, comparable in function and



- performance to the original parts or Product. Such modification, repair or replacement shall be at Scriptel's expense. The modified, repaired or replacement Product will still be covered by the Warranty as if it had been purchased at the same time and from the same point of purchase as the original, alleged defective Product. The modified, repaired or replacement Product shall be subject to the original Warranty Period for the defective Product, which shall not be extended or renewed.
- 7.4.5** If Scriptel is unable to repeat or verify the alleged defect of the Product received from Customer or if Scriptel finds the alleged defective Product to be "not defective" or performing at the levels specified in the Product Documentation, then Scriptel will return the Product to Customer in the same or better condition as received from the Customer; provided, however, that Scriptel may charge a fee for inspecting the Product in which case Scriptel may withhold the return of the Product until receiving Customer's payment of such fee.
- 7.4.6** Subject to Section 7.4.7, Customer shall bear the full expense and risk of Scriptel's shipment of the original, modified, repaired or replacement Product to Customer.
- 7.4.7** **RapidCare.** For the purchase of certain Products, Scriptel may provide RapidCare replacement support as indicated in the Sales Information ("**RapidCare Replacement Support**"). RapidCare is available to the original purchaser of a covered product during the stated RapidCare period, only when purchased through an authorized seller. The RapidCare webpage identifies the Products that receive RapidCare Replacement Support and the period of coverage. To qualify for RapidCare Replacement Support, Customer shall comply with the procedures and obligations set forth above in this Section 7.4; provided, however, that when Customer submits a Warranty Claim, Scriptel will confer with Customer via phone, email or other remote communication methods to assess the likelihood that the applicable Product is defective. At Customer's request, regardless of Scriptel's assessment, Scriptel will ship a comparable, working replacement Product to an address of Customer within the Contiguous United States via overnight shipping method. Scriptel will also provide to Customer a return shipping label and shipping instructions. Within thirty (30) days after Customer's receipt of the replacement Product, Customer shall ship to Scriptel, the original, alleged defective, Product in its original package or the package of the replacement unit, together with such shipping label in accordance with such shipping instructions. If Scriptel determines that the alleged defective Product has a verifiable defect in breach of the Warranty, Customer shall not owe the costs of shipping the replacement Product or the alleged defective Product. In the event that Scriptel determines that the alleged defective Product is not in breach of the Warranty, Customer shall pay to Scriptel: (a) Scriptel's standard repair charge or inspection fee for diagnosing the alleged defective Product or repairing damage found that is not a breach of the Warranty; (b) the cost of shipping the replacement Product to Customer; and (c) the cost of shipping the alleged defective Product to Scriptel. In such event, the alleged defective Product shall become the property of Scriptel.

7.5 Revocation of Warranty.

Notwithstanding anything to the contrary in the Agreement, Scriptel shall not be obligated to perform any of the Warranty obligations or other duties provided in Section 7 in the event that Customer has failed to make any payment in accordance with the Agreement, is in default of any payment obligation owed to Scriptel under the Agreement or has breached any term or condition of the Agreement.



7.6 Limitations of Warranty.

CUSTOMER'S RIGHTS UNDER SECTION 7 OF THESE SALES TERMS SHALL BE THE EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SCRIPTEL (INCLUDING ITS AFFILIATES, CONTRACTORS AND AGENTS AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS) HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM OR RELATED TO: (A) THE RESULTS (OR LACK THEREOF) OBTAINED THROUGH USE OF THE PRODUCTS OR THE RESULTS OF ANY RECOMMENDATION BY SCRIPTEL OR OTHERWISE; (B) COURSE OF DEALING OR OF PERFORMANCE, CUSTOMER OR USAGE OF TRADE EXCEPT OF TITLE; OR (C) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NO EMPLOYEE OF SCRIPTEL OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY FOR THE PRODUCTS OTHER THAN THE WARRANTY EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL SCRIPTEL BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE PRODUCTS OR GOODS. IF APPLICABLE LAW PROHIBITS ANY OF THE DISCLAIMER OF ANY OF ANY SUCH WARRANTY, SUCH WARRANTY SHALL BE LIMITED IN TIME TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE.

