



Limited Warranty

BITWISE CONTROLS warrants that the products furnished to the PURCHASER will, at the time of shipment, be free from all defects in material and workmanship under normal use and service for a period of twelve (12) months from date of purchase. BITWISE CONTROLS sole obligation hereunder shall be limited to, at BITWISE CONTROLS option, either replacing or repairing any product for which (i) prompt notice has been given to BITWISE CONTROLS within the warranty period of the product under question; and (ii) after BITWISE CONTROLS authorization, is returned to BITWISE CONTROLS factory of origin, freight prepaid; and (iii) after examination it is determined, to BITWISE CONTROLS satisfaction, the product is defective.

Any repair or replacement shall not extend the period with which this warranty can be asserted. All replaced parts will become the property of BITWISE CONTROLS. This warranty shall not apply to products which BITWISE CONTROLS has determined have, by PURCHASER or another, been altered or modified by anyone other than BITWISE CONTROLS; or has been subjected to misuse, neglect, accident, damage in transit, abuse or unusual or natural hazard; or has been installed improperly or used in violation of BITWISE CONTROLS standards and specifications.

THIS WARRANTY MAY BE ASSERTED BY PURCHASER ONLY AND NOT BY PURCHASER'S CUSTOMER AND IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON BITWISE CONTROLS PART. BITWISE CONTROLS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BITWISE CONTROLS ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF SAID PRODUCTS. IN NO EVENT SHALL BITWISE CONTROLS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES; LOSSES OR EXPENSES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA; OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE FAILURE OF THE PRODUCT TO OPERATE PROPERLY OR THE INABILITY OF THE PURCHASER, PURCHASER'S CUSTOMER, OR ANY END USER TO USE THE PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

In no event shall BITWISE CONTROLS liability for failure to deliver or breach of any provision of this warranty, including, without limitation, BITWISE CONTROLS obligation with respect to non-conforming items, exceed, with respect to the product, the purchase price of the relevant product. BITWISE CONTROLS reserves the right to incorporate improvements without notice and is not obligated to incorporate the same improvements in products previously manufactured.