

LIMITED WARRANTY

Effective Date: March 1, 2020

Reference: AD195-20200301

Ballard Technology, Inc. (the "Manufacturer") warrants its hardware products to be free from defects in materials and workmanship under normal use for the periods listed below. This limited warranty does not cover products damaged by accident, disaster, misuse, abuse, or unauthorized modifications. Opening the case of a sealed product voids this warranty.

Test & Simulation Hardware Products: 3 year limited warranty when used in a controlled environment equivalent to an office or laboratory. Damage caused to test and simulation products by their use in a rugged or extended temperature environment is not covered by this warranty.

Embedded COTS Hardware Products: 2 year limited warranty.

Cables and other accessories: 90 day limited warranty.

Manufacturer warrants its software products to perform substantially in accordance with their accompanying written materials for a period of ninety (90) days from delivery.

All product warranties begin from the time of shipment. The stated warranty periods are for products that are in the Production and Legacy lifecycles. Products in other lifecycles may have a different warranty period that will be quoted at the time of purchase.

The warranty for third party products resold by Manufacturer is limited to the warranty provided by the third party.

CUSTOMER REMEDIES

Should the product fail to be in good working order during the warranty period, the Manufacturer's sole obligation shall be at its option, to repair, correct or replace the product, or, at Manufacturer's sole discretion, to refund or credit a prorated remaining portion of the amounts paid for such product upon its return to a location designated by Manufacturer in the United States. Manufacturer shall pay for the return of the product to the Customer to a location within the United States. Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

NO OTHER WARRANTIES

MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

LIMITATION OF LIABILITY

MANUFACTURER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE SPECIFIC PRODUCT THAT CAUSED THE DAMAGES OR THAT ARE THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, THE CAUSE OF ACTION. IN NO EVENT WILL MANUFACTURER BE LIABLE FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE, OR FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY.

INDEMNITY

Each of Manufacturer or Customer (as an indemnifying party) shall indemnify the other (as an indemnified party) against any third party claim or action brought against the indemnified party, arising out of (i) injury to or death of any individual, (ii) any loss or damage to real or tangible property, (iii) breach of any warranty contained herein, (iv) the indemnifying party's willful misconduct or gross negligence, or (v) failure to comply with any applicable laws and regulations. The indemnified party shall give the indemnifying party prompt notice of any such claim or action.

SAFETY WARNING

Ballard products are not intended, warranted or certified for any particular use or application or for use in any application where failure of the products could lead directly to death, personal injury, or damage to property. Customers, licensees, and/or users are responsible for establishing and assuring suitability and proper use of Ballard products for their particular use or application.

To receive warranty service please contact your authorized distributor or the Manufacturer at:

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