



## LIMITED WARRANTY

1. **Application.** This limited warranty (this “Warranty”) from COMARK SRL (“Comark”) applies to all Comark products. This Warranty does not apply to any prototype units of the Product licensed or supplied for beta, evaluation, testing or demonstration purposes.

2. **Limited Product Warranty.** Subject to the terms and conditions of this Warranty, Comark warrants to any purchaser of a Product (“Customer”) that the Product will be free from defects in material and workmanship, when used in accordance with the specifications sheet and User Guide provided by Comark for such Product. Comark shall not be liable under this Warranty if the alleged problem in the Product was caused by misuse, negligence, improper installation or testing of the Product, unauthorized attempts to disassemble the Product for repair or any other reason, or by accident, fire, or other hazard or the combination of the Product with any third-party product (a “Combination Product”). No representative of Comark or its authorized resellers are authorized to make any change or modification to this Warranty or express any other warranties with respect to the Products.

3. **Standard Warranty Period.** The Warranty is valid for a period of 12 months (the “Warranty Period”) from the shipment date to customer of any Product sold by Comark and/or its authorized resellers.

4. **Extended Warranty Period.** Comark may offer, in its discretion, an extension to the Standard Warranty Period. Should the customer be interested in a Warranty Extension must contact Comark’s sales department and ask for a quotation specifying the type of product and the years of extension required (maximum 5 years including the standard warranty period). The Extended Warranty may be purchased for those products whose warranty coverage is still in effect.

4. **Warranty Procedures.** Any claim under this Warranty must be submitted in writing by Customer to Comark promptly after discovery of occurrence of a suspected defect in materials or workmanship, and in any case prior to the expiry of the Warranty Period, describing with reasonable specificity such defect. Timely notification will permit Customer to obtain a Return Authorization Number (RMA) from Comark’s Customer Service Department which will indicate return procedures and terms and conditions of such returns. A proof of purchase of the Product, such as an invoice or a receipt certifying the validity of the Warranty, must be presented in order to obtain Warranty coverage.

The Product or part shall be returned to Comark, accompanied by the Return Authorization Number with prepaid shipping charges. Customer must ensure the shipment or accept the risk of loss or damage during the shipment. Customer shall also pay any tariff or duty applicable to the return of the defective part or Product.

Comark shall be entitled to require delivery by Customer of whatever proof it requests to evaluate the validity of the claim. Customer agrees that any claim under this Warranty will be subject to Comark’s determination of validity and if Comark determines the claim is valid, any such claim is expressly limited, at the option of Comark, to either: (i) reimbursing the purchase price of the Product found to be defective, (ii) repairing at no cost any defective Product or parts thereof, or (ii) replacing the defective Product. This Warranty is the sole remedy of Customer for any defect in the Product. Comark will be responsible for returning any repaired or replacement Product to Customer.

If after evaluation by Comark the defect is not covered by this Warranty, Comark may provide a quote to Customer for the cost of repair of the Product. Any such Product or part shall be shipped back to Customer at Customer’s cost.

The original Warranty Period shall not be extended by any replacement, but the remaining Warranty Period shall continue in effect and be applicable under the terms and conditions of this Warranty to the replaced Product.

5. **Disclaimer.** The warranty is given in lieu of all other warranties, liabilities or obligations of Comark, expressed and implied, including warranties of merchantability and fitness.

6. **Limitation of Liability.** Comark, their officers, directors, employees and agents, successors and assigns (“Comark parties”) shall not be liable for any indirect, special, incidental, exemplary, punitive or consequential damages, including without limitation, loss of profits, loss of use, downtime, loss of data, failure to detect any flaw in any subject matter of any test, loss of goodwill, delay in performance, business interruption, product liability or any cause of action in connection with the use or handling of the products by customer or any person authorized by Customer. Some jurisdictions do not allow exclusion or limitation of consequential or incidental or special damages, so the above limitations or exclusions may not apply to the specific customer.

7. **Software.** All software embodied in or used in connection with the Products is provided to Customer subject to the terms and conditions of the End-User License Agreement to which Customer must agree to be bound as part of the installation of the said software. Warranties, if any, for the software are contained in such separate End-User License

8. **Entire Agreement.** This document contains the entire agreement of the parties regarding the subject matter of the Warranty and supersedes all previous communications, representations, understandings and agreements, either oral or written, between Customer and Comark.

9. **Governing Law:** This Warranty shall be governed by and is to be interpreted in accordance with the laws of Italy and the laws of Europe applicable therein. The parties agree that the Courts having jurisdiction in the judicial district of Udine (Italy) shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of this Warranty.