

Warranty

GrayWolf Sensing Solutions LTD (hereafter referred to as "GrayWolf") will warranty parts and labor for any manufactured defects in our products for 12 months. The warranty does not cover abuse (e.g. products crushed, dropped, electrically shocked, heat stressed or water saturated), hazard, accident, transportation or causes beyond ordinary use. All service, including repair, maintenance and sensor replacements, must be performed by GrayWolf, or one of its authorized service centers. Defects on finished goods manufactured by others, such as computer systems, are excluded and are covered by the original manufacturer's warranty (usually one year).

LIMITATION OF WARRANTY AND LIABILITY for **GrayWolf Products:**

- (a) Except as otherwise agreed in writing, GrayWolf warrants, under normal conditions of operation, each product sold (except for finished products not of its manufacture) against defects of material and workmanship, provided that such product has been properly utilized. This warranty applies to the original purchaser only and shall commence to run from the date of shipment and shall continue for a period of twelve(12) months. In any event, GrayWolf's liability for any such defects of material and workmanship shall not exceed the cost of replacement of defective parts upon timely notification of such defect in writing delivered to GrayWolf's North American home office. GrayWolf shall not be liable for damage or destruction caused during delivery or caused other than by employees of GrayWolf.
- (b) GrayWolf shall, at its option, repair such defects or replace the parts or products found defective. All defective parts are to be returned, freight prepaid, immediately to GrayWolf. GrayWolf will make no allowance for repairs or alterations made by the purchaser unless made with the advance written consent of GrayWolf. GrayWolf assumes no liability for costs of disassembly of defective parts and equipment. Shipment by purchaser of all repairs and replacements under this warranty are F.O. B. GrayWolf's factory, North American service facility or authorized service representative and method of shipment will be determined by GrayWolf. The purchaser will pay shipping costs and insurance in both directions of products, parts, or components shipped for warranty service hereunder. The purchaser will be responsible for risk of loss in both directions. Replaced parts or components will become the property of GrayWolf. Replacement parts or components may contain recycled, refurbished, or remanufactured parts equivalent to new parts and shall be warranted for the remainder of the original warranty period for the products.
- (c) Products that are not covered by warranty, such as products that have been subjected to physical misuse or are beyond the warranty period, will have an estimate submitted before the repair work commences. All out-of-warranty repairs carry a 90 day warranty from the date of return shipment.
- (d) GrayWolf shall not be liable for delays, deprivation of use, or any other damages, direct or indirect, which may result to the purchaser because of defects in the product or because of the purchaser's inability to operate it or use it to purchaser's satisfaction. GrayWolf will not be liable to anyone for special or consequential damages of any kind. GrayWolf neither assumes nor authorizes any person to assume for it, any other obligation or liability with respect to GrayWolf products. GrayWolf does not warranty that the equipment is fit for any particular purpose unless the purpose is specifically advised to GrayWolf in writing and specifically confirmed by an officer of GrayWolf to you.
- (e) Finished goods manufactured by others, including computers, batteries, carrying cases and bar coding wands are not warranted by Graywolf, but are covered by the original manufacturer's warranty.

EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE ARE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, EXCEPT AS ARE EXPRESSLY SET FORTH HEREIN. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY GRAYWOLF. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE ONE YEAR DURATION OF THIS WRITTEN WARRANTY, AND IS STRICTLY LIMITED TO THE RETURN AND REPAIR OR REPLACEMENT OF THE EQUIPMENT. IN NO EVENT SHALL ANY CLAIM EXCEED THE EQUIPMENT PRICE PAID BY THE PURCHASER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.