

GT Vision Ltd

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Scope and Duration of Warranty

Seller warrants to Buyer that the GT Vision products to be delivered hereunder will be free of defects in material and manufacturing workmanship for a period of one year. Any third party computers or monitors carry the manufacturers warranty. Some products may carry additional warranty, and if so, will be explicitly stated in the included product information.

Any product or part furnished without charge to Buyer during the warranty period to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced product.

The warranty period shall commence on the date the product is delivered to Buyer; however, if Seller assembles the product, or provides technical direction of such assembly, the warranty period for such product shall commence on the date the assembly of the product is complete. In the event that the assembly of the product is substantially complete, and the customer utilizes the product on an ongoing basis to perform beneficial research or production work, the system warranty start date shall be the date of the commencement of such beneficial customer use of the product, even if certain components, options or accessories included in the order are scheduled for later delivery. The warranty period for any such components, options or accessories delivered after commencement of the system warranty period above shall begin on the date of the completion of the installation of these items.

Buyer's Remedies

If Seller determines that any product fails to meet any warranty during the applicable warranty period, Seller shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Buyer any defective or nonconforming product, or part or parts of the product. Seller shall have the option to furnish either new or exchange replacement parts or assemblies. For any third party computer or monitor warranty issues, the Buyer must contact Seller first. Seller will assist with these issues to the utmost of their ability, but ultimately it is the responsibility of the third party manufacturer.

The place of performance for work under warranty shall be the nearest Authorized Service Center. For products forming part of fixed installation, it shall be the site of such installation. The Seller at its sole discretion shall decide the place of performance. Buyer assumes responsibility and liability for shipping to the Authorized Service Center.

Warranty service during the applicable warranty period will be performed without charge to Buyer during Seller's normal business hours. While every effort will be made to render services promptly, this does not include any guarantees of specific response time or uptime, which may be available for purchase under separate contract. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

The remedies set forth herein are conditioned upon Buyer promptly notifying Seller with the applicable warranty period of any defect or nonconformance and making the product available for correction at a mutually agreed-upon time.

The preceding paragraphs set forth Buyer's exclusive remedies and Seller's sole liability for claims based on the failure of the products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and upon the expiration of the applicable warranty period, all such liability shall terminate. In no event shall Seller be liable for special or consequential damages.

Warranty Exclusions

Except as set forth in any applicable patent indemnity, the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.** Warranty coverage does not include any defect or performance deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from (1) negligent storage or handling of the product by Buyer, its employees, agents, or contractors, (2) failure of Buyer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Seller, (3) Adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the Seller, (4) absence of any product, component, or accessory recommended by Seller but omitted or removed at Buyer's direction, (5) any design, specification, or instruction furnished by Buyer, its employees, agents, or contractors, (6) any unauthorized alteration or repair of the product by persons other than Seller or Seller's approved personnel, (7) combining Seller's product with any product furnished by others where such combination causes failure of or degradation to performance of Seller's product, (8) combining incompatible products of Seller, (9) improper or extraordinary use of the product, improper maintenance of the product, or failure to comply with any applicable instructions or recommendations of Seller, or (10) acts of God, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, or other causes beyond the reasonable control of the Seller. Seller does not warrant products of others which are not included in Seller's published product catalog.

Warranty is supplied from GT Vision direct to the purchaser only. If your GT Vision products have been supplied through an intermediary source such as an authorized dealer, the dealer is liable for direct warranty support to the purchaser. GT Vision will provide warranty coverage to the dealer.
