

RapidHIT[®]

RapidHIT[®] ID

Limited Warranty



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SAFETY DATA SHEET

Safety Data Sheets are available at www.integenX.com/msds/

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IntegenX Inc.
5720 Stoneridge Drive, Suite 300
Pleasanton, CA 94588
+1 925.701.3400

Email Technical Support: support@integenX.com
www.integenX.com

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Limited Warranty

Statement of Exclusive, Limited Warranty

Products Covered by This Warranty

RapidHIT[®] System

RapidHIT[®] ID System

(each referred to as a “Product” herein).

Limited Product Warranty

IntegenX warrants for twelve (12) months from the date of shipment, that (i) the Product will be free from defects in title, material and workmanship under use and service in accordance with Specifications (as defined below) provided by IntegenX Inc., and (ii) the average performance of the Product, when upgraded to the most recent configuration released to customers by IntegenX, and operated, maintained, and stored in accordance with IntegenX’s recommended instructions and specifications, will be substantially in accordance with the written technical specifications for the Product (as such specifications specifically apply to the Product and exist on the date the Product is shipped) (the “Specifications”) as provided by IntegenX. This warranty covers both parts and labor.

THIS WARRANTY IS AVAILABLE ONLY TO END-USERS THAT PURCHASE THE EQUIPMENT DIRECTLY FROM INTEGENX. PRODUCTS PURCHASED THROUGH AN AUTHORIZED DISTRIBUTOR ARE SUBJECT TO THE LIMITED WARRANTY, IF ANY, GIVEN BY SUCH DISTRIBUTOR, AND THE END USER MUST SUBMIT ALL WARRANTY CLAIMS THROUGH SUCH DISTRIBUTOR.

IntegenX Software Warranty

As used in this Warranty Statement, “Software” refers to software available from IntegenX that is deployed on the Product, or provided as an upgrade, and that controls such Product. The terms of this Warranty Statement will govern any Software updates or upgrades provided by IntegenX that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate Warranty Statement in which case the terms of such Warranty Statement will govern. IntegenX warrants for ninety (90) days from the earlier of the date of installation of the Software or the date of shipment of the Product, that any media on which the Software is distributed are free from defects under normal use and service for a period of ninety (90) days from the date of delivery.

Warranty Period

The warranty period begins on the date the Product is shipped from IntegenX, or from a third party holding the Product on behalf of IntegenX. The warranty period for any Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Product, unless such Product or component is accompanied by a separate Warranty Statement in which case the terms of such Warranty Statement will govern. The Software warranty period begins on the later of the date of installation of the Software on the Product, or the date of shipment of the Product from IntegenX. The warranty period for any update, upgrade or substitute Software will be the unexpired term of the warranty applicable to the updated, upgraded or replaced Software, unless such updated, upgraded or replaced Software is accompanied by a separate Warranty Statement in which case the terms of such Warranty Statement will govern.

Product Transfer

This warranty is transferable with a purchase of sale of the Product by the initial end user thereof, provided that no warranty is provided while the Product is in transit, and no warranty is provided for a Product that has not been transported, stored, set up, operated and maintained as specified by IntegenX or its authorized representative after transfer.

Remedies

If the end user promptly notifies IntegenX of the warranty claim during the warranty period, and makes all troubleshooting details, requested data files and the Product available for support and/or service, IntegenX will by itself or through its authorized representatives, repair, adjust or replace (with new or refurbished replacement parts) the non-conforming Product or components of the Product and, with respect to Software, either correct the non-conformity or replace the applicable Software. Where a Returned Material Authorization (RMA) for a Product or component is issued by IntegenX, such Product or component must be returned to IntegenX within 30 days. Warranty service will be performed without charge, Monday-Friday, excluding holidays, during IntegenX's regular business hours. With respect to the IntegenX warranty for services provided to an end user, the end user's exclusive remedy shall be the re-performance of the applicable services.

SUBJECT SOLELY TO ANY STATUTORY LIMITATIONS IMPOSED BY APPLICABLE LAW, THE WARRANTIES DESCRIBED IN THIS WARRANTY STATEMENT ARE INTEGENX'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCT, AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES AND CONDITIONS ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCT (INCLUDING WITHOUT LIMITATION, CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING BY STATUTE OR OTHERWISE AT LAW OR IN EQUITY, OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.

Limitations on Warranty

IntegenX shall not have any obligation under this Warranty Statement if the warranty claim results from or arises out of: (i) the use of the Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by IntegenX or its authorized distributors; (ii) the use of the Product in a manner or environment, or for any purpose, for which IntegenX did not design or license the system, or in violation of instructions and limitations provided by IntegenX on use; or (iii) any alteration, modification or enhancement of the Product by or on behalf of the end user, or any other third party not authorized or approved in writing by IntegenX. In addition, this warranty does not cover the Product to the extent it is used in any country other than the country to which IntegenX or its authorized distributor originally shipped the Product (unless IntegenX expressly agrees otherwise in writing).

In addition, the Warranty Statement does not cover: (i) any defect or deficiency (including failure to conform to Specifications or any technical documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product or beyond within reasonable control of IntegenX, including, but not limited to, power failure and failure to keep the end user's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Product; (iii) expendable supply items; and (iv) stockpiling of replacement parts.



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