

Parabit Systems, Inc. (“PARABIT”) values your business and always attempts to provide its customers with the very best of service. No limited warranty is provided by PARABIT unless your PARABIT Product (“Product”) was purchased from an authorized distributor or authorized reseller. Integrators may sell Products to end users. Please see below for warranty information or obtaining service. No warranty service is provided unless the Product is returned to an authorized return center in the region where the Product was first shipped by PARABIT. If your Product was purchased as a component integrated within a system by a system integrator/manufacturer, no limited warranty is provided by PARABIT. Please contact the place of purchase or the system integrator/manufacturer directly for warranty service.

Return Material Authorization - No Product may be returned directly to PARABIT without first contacting PARABIT for a Return Material Authorization (“RMA”) number. If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped prepaid and insured for its full purchase price value to the address on the RMA form in a PARABIT approved shipping container. Your original box and packaging materials should be kept for storing or shipping your Product. An RMA opened for returning unused Merchandise is automatically cancelled if not received within 90 days. If applicable, Buyers must settle payment within 90 days after the returned Merchandise is repaired. If not, the Merchandise becomes the property of PARABIT thereafter.

Limited Warranty: PARABIT’S limited warranty provides that, subject to the following limitations, each Product will be free from defects in material and workmanship and will conform to PARABIT’S specification for the particular Product.

Duration of Warranty: The limited warranty extends only for the period of time set forth in the Product documentation. PARABIT warrants the components of each model, against any defect in materials and/or workmanship for a period of twelve (12) months from the shipping date, should the Product documentation not specify the warranty period. If a component fails due to defects in materials and/or workmanship within the warranty period, PARABIT will furnish an equivalent component, at its discretion. PARABIT will ship the replacement via economy shipping/freight. If requested, the Buyer is responsible for expedited shipping/freight charges. PARABIT shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to PARABIT at the Buyer’s expense. PARABIT shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by PARABIT shall void this warranty. In the United States, some states do not allow limitations on how long implied warranties last, so the above limitation may not apply.

Other Warranty Limitations: Limited Warranty covers normal use. PARABIT does not warrant or cover damage: occurring during shipment of the Merchandise or components from or to PARABIT's facility; caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids; caused by a disaster such as fire, flood, wind, earthquake, lightning, or other acts of God; caused by failure to provide a suitable installation environment for the Merchandise, including but not limited to, faulty wiring in the building in which the Merchandise is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the Merchandise operates, and/or lack of proper earth grounding for the Merchandise; caused by the use of the Merchandise for purposes other than those for which it was designed; resulting from improper maintenance; and caused by any other abuse, misuse, mishandling, or misapplication. PARABIT DOES NOT WARRANT OR GUARANTEE THAT THE PRODUCTS' OPERATION WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS, OR THAT THE PRODUCT WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS (INCLUDING INTENTIONAL MISCONDUCT BY THIRD PARTIES), THAT THERE WILL BE NO MALFUNCTIONS OR OTHER ERRORS IN THE PRODUCT CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE NOT INTRODUCED OR DEVELOPED BY PARABIT, OR THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS. PARABIT IS NOT LIABLE FOR ANY DOWNTIME OR SERVICE INTERRUPTION, FOR ANY LOST OR STOLEN DATA OR SYSTEMS, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO ANY ACTIONS OR INTRUSIONS.

Disclaimer of Warranties: There are no warranties which extend beyond the face of the PARABIT limited warranty. PARABIT disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement. In the United States, some laws do not allow the exclusion of the implied warranties. Your Use of the Product: PARABIT will have no liability for any Product returned if PARABIT determines that; a) the product was stolen from PARABIT, b) the asserted defect is not present, c) cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than PARABIT, or d) is attributable to misuse, improper installation, alteration (including removing or obliterating labels), accident or mishandling while in the possession of someone other than PARABIT. No oral or written information or advice given by PARABIT, its agents, or employees shall create a warranty or in any way increase the scope of this warranty.

Limitation of Remedies: Your exclusive remedy for any defective Product is limited to the repair or replacement of the defective Product. PARABIT may elect which remedy or combination of remedies to provide in its sole discretion. PARABIT shall have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. PARABIT'S replacement Product under its limited warranty will be manufactured from new and serviceable used parts.

PARABIT'S warranty applies to repaired or replaced Products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced Product, whichever is longer.

Limitation of Damages: PARABIT's entire liability for any defective Product shall in no event exceed the purchase price for the defective Product. This limitation applies even if PARABIT cannot or does not repair or replace any defective Product and your exclusive remedy fails of its essential purpose.

No Consequential or Other Damages: Under no circumstances shall PARABIT or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the Merchandise, or any associated Merchandise, cost of capital, cost of substitute or replacement Merchandise, facilities or services, downtime, Buyer's time, the claims of third parties, including customers, and injury to property.

Statute of Limitations: Any action by the Buyer or PARABIT for breach of these terms and conditions must be commenced within one (1) year after the cause of action has accrued.

Applicable Law: These terms and conditions shall be governed by and construed in accordance with the provisions of the Uniform Commercial Code as adopted by the State of New York.

Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Buyer, or in the event of the appointment, with or without the Buyer's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then PARABIT shall be entitled to cancel any unfilled part of these terms and conditions without any liability whatsoever.

Warranty Documentation: Please refer to your Product manual for a statement of your limited warranty. A Product manual can be obtained from your authorized integrator or reseller.

Additional Limitations on Warranty: PARABIT'S warranty does not cover Products which have been received improperly packaged, altered, or physically damaged. Products will be inspected upon receipt.