



HART Technologies, Inc. Products & Services
Limited Warranty / Limitation of Liability
Date: June 9, 2014

- 1) **WARRANTY:** HART Technologies (HART) warrants that all products will be free from defects in parts and workmanship for the listed product warranty period [standard: ninety days (90) days; extended twelve (12) months] and commences upon delivery to the buyer.
 - a. HART obligations under this warranty shall be limited solely to the replacement or repair, of any product covered by this warranty, returned to HART within the warranty period, and which, upon examination, evidences defective workmanship.
 - b. Buyer is required to obtain a Return Material Authorization (RMA) prior to returning hardware to HART for inspection or repair.
 - c. This warranty does not cover buyer-furnished material, buyer or end user induced damage, performance issues associated with alternate parts approved by buyer, issues associated with design limitations, or hardware updates performed upon direction of buyer. Under no circumstances will HART be required to purchase and replace material that was supplied by the buyer or the end user.
- 2) **DISCLAIMER OF WARRANTIES:** HART makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for a particular purpose or merchantability.
- 3) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL HART BE LIABLE TO THE BUYER, END USER OR ANY THIRD PARTY FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF WHETHER A CLAIM OR ACTION IS ASSERTED IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO HART IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY HART. IN THE EVENT THIS LIMITATION OF DAMAGES IS HELD UNENFORCEABLE, THEN THE PARTIES AGREE THAT BY REASON OF THE DIFFICULTY IN FORESEEING POSSIBLE SPECIAL OR CONSEQUENTIAL DAMAGES, THAT IN NO EVENT SHALL HART'S MAXIMUM AGGREGATE LIABILITY FOR SUCH SPECIAL OR CONSEQUENTIAL DAMAGES EXCEED A) THE TOTAL AMOUNT PAID BY BUYER FOR THE PRODUCT -OR- B) ONE THOUSAND DOLLARS (\$1000.00), WHICHEVER IS LOWER, PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.
- 4) **INDEMNIFICATION:** Buyer agree to defend, indemnify and hold harmless HART and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to buyer's use of HART products or services.
- 5) **CONSTRUCTION OF AGREEMENT** - These terms and conditions shall be construed according to the laws of the Commonwealth of Virginia. Since states do not allow limitation of the term of an implied warranty, or exclusion or limitation of incidental or consequential damages, the limitations and exclusions of this warranty may not apply to every buyer. If any provision of this Warranty is held invalid or unenforceable by a court or other decision-maker of competent jurisdiction, such holding will not affect the validity or enforceability of any other provision.