

METROLOGY RESOURCE CO
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GENERAL CONDITIONS OF WARRANTY

Metrology Resource Co ("MRC") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. MRC warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is one year beginning on the date of invoice, as further described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. However, this limited warranty does not cover damages due to external causes, including accident, force majeure, abuse, misuse, problems with electrical power, servicing not authorized by MRC, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components other than supplied by MRC.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a MRC system after the system is shipped from MRC; accessories or parts added to a MRC system through system integrators other than MRC, accessories or parts that are not installed by MRC.

During the one-year period beginning on the date of invoice MRC will repair or replace products returned to MRC's facility. To request limited warranty service, you must contact MRC within the limited warranty period. If limited warranty service is required, MRC will issue a "Return of Material Authorization Number" (RMA). MRC will advise you how to pack and ship the product for repair or replacement.

IMPORTANT: Before you ship the product(s) to MRC, back up any data and/or configuration settings in the product(s)/devices. MRC does not accept any liability for lost data or software.

MRC owns all parts removed from repaired products. MRC uses new and reconditioned parts made by various manufacturers to perform limited warranty repairs and building replacement products. If MRC repairs or replaces a product, its limited warranty terms will not be extended.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). MRC'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON, HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MRC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. BUYER OF ANY MRC PRODUCTS WILL HOLD MRC HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY FOR LOSSES OR COSTS (INCLUDING ATTORNEY'S FEES) RESULTING FROM OR CAUSED BY A PRODUCT MANUFACTURED AND SOLD BY MRC. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

ANY PRODUCTS SHIPPED TO A CUSTOMER BY MRC REMAINS PROPERTY OF MRC UNTIL FINAL PAYMENT.

DISPUTES ARISING OUT OF THESE GENERAL CONDITIONS SHALL BE SETTLED, BY A COURT, IN THE STATE OF MICHIGAN.