



STANDARD LIMITED WARRANTY

- 1. Warranty and Term.** By and through this limited warranty (“Warranty”), OmniSite warrants to User that Products will be free of manufacturing defects including but not limited to materials, craftsmanship, and nonconforming specifications, subject to the terms, conditions and limitations set forth herein, for a period of 1 year from the activation date of the Product (“Warranty Period”); however, this Warranty will expire 2 years from the purchase date if the Product has not yet been activated.
- 2. Products Covered.** “Product” or “Products” shall mean OmniBeacon, XR-50 and/or Crystal Ball.
- 3. Not Covered.** This Warranty does not cover: a) field services to remove, troubleshoot or reinstall Product(s); b) removal and reinstallation of the Product(s); c) shipment of Product(s) to OmniSite; and d) replacement of batteries. Additionally, the Product(s) should be inspected immediately upon initial receipt and delivery damage claims should be filed with the delivery carrier. OmniSite recommends saving the original box and packing material as User is responsible for any damage to the Product(s) if returned to OmniSite improperly packaged.
- 4. Notice of Claim.** Any claim under this Warranty must be presented during the Warranty Period and within 30 days after any covered condition has occurred. To present a claim, call OmniSite for a Returned Material Authorization (“RMA”) number. Once the RMA number is received, the entire Product assembly (unless specifically listed otherwise on the RMA form) must be sent back to OmniSite for inspection. The RMA form must be included with the Product(s) shipped back to OmniSite. User is responsible for packing and shipping charges to OmniSite. If determined to be a valid claim under this Warranty, OmniSite is responsible for packing and shipping charges back to User. By complying with this paragraph, User authorizes OmniSite or its designee to inspect the Product(s) and investigate the cause of the claim.
- 5. Inspection and Remedy.** The Product(s) will be inspected within 1-3 days from receipt by OmniSite. If upon inspection OmniSite determines that the claim is covered and not excluded under this Warranty, the User’s sole and exclusive remedy and OmniSite’s total liability shall be limited to the repair and/or replacement of affected Product(s) or component(s). For valid claims under this Warranty, OmniSite will, in its sole discretion and option, either replace and/or repair Product(s) and component(s). Should the inspection reveal that the claim is not covered or otherwise excluded under this Warranty, the User shall be responsible for payment of the inspection costs. Failure by User to pay for these inspection costs shall render this Warranty null and void. OmniSite will advise the User of the type and/or extent of repairs required to be made at the User’s expense that will permit this Warranty to remain in effect for the unexpired portion of its term. OmniSite will not begin work until a written purchase order is received. The Warranty Period shall not be extended by the replacement or repair of Product(s) or component(s) under this Warranty but the remaining Warranty Period shall continue in effect and be applicable to the replaced or repaired Product(s) under the terms, conditions and limitations of this Warranty.
- 6. Exclusions.** In addition to other exclusions provided for in this Warranty, OmniSite shall have no obligation under this Warranty, or any other liability, now or in the future, if any damage, defect, or claim is caused by: a) Natural forces, disasters, or acts of God including, but not limited to, lightning, fires, hurricanes, floods, tornadoes, hail, wind-blown debris, earthquakes, volcanic activity, atomic radiation, insects or animals; b) Acid, oil, harmful chemicals, or the reaction between them, c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism; d) Failure by User, or its designee, to use reasonable care in maintaining Product(s), said maintenance to include but is not limited to, that which is listed in OmniSite Product manuals, guides and other literature; e) Product misuse; or f) accidental damage.



STANDARD LIMITED WARRANTY (CONT.)

7. No Extension. Payment of any wireless service charge for Product(s) covers only cellular transmission fees and in no way extends any portion of this Warranty.
8. Disclaimer. THE USER SHOULD TAKE CARE TO DETERMINE PRIOR TO USE WHETHER PRODUCTS ARE SUITABLE, ADEQUATE AND/OR SAFE FOR THE USE INTENDED. INDIVIDUAL APPLICATIONS ARE SUBJECT TO VARIATION AND AS SUCH OMNISITE MAKES NO REPRESENTATION OR WARRANTY AS TO SUITABILITY OR FITNESS OF PRODUCTS FOR ANY SPECIFIC APPLICATION. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OMNISITE HEREBY DISCLAIMS ALL SUCH WARRANTIES.
9. Limitation of Damages. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST OMNISITE, AND OMNISITE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL.
10. Payment Required. OmniSite shall have no obligation under this Warranty unless and until OmniSite has been paid in full for all Products, services and other costs which are due and owing to OmniSite.
11. Transfer and Amendment. This limited warranty cannot be transferred, amended, altered or modified in any way except in writing signed by an authorized officer of OmniSite. No other person has any authority to bind OmniSite with any representation or warranty whether oral or written.
12. Waiver. OmniSite's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
13. Disputes. Any dispute, controversy or claim regarding, arising out of or related to this Warranty shall be settled by mediation. In the event the parties do not resolve the dispute, controversy or claim in mediation, the parties agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Marion County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
14. Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
15. Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.