



APDM, INC. LIMITED WARRANTY

This Limited Warranty applies to APDM Inc. branded equipment and does not apply to related software. All software is covered by the End-User License Agreement. APDM Inc. equipment is covered by a one-year parts & labor warranty which is void should the customer open the equipment without written authorization or due to misuse.

1. Warranty of Title. APDM Inc. ("APDM") warrants solely to the original purchaser ("Customer") that (a) APDM has good title to the Equipment and that, upon Customer's payment of the purchase price to APDM, good title to the Equipment will be transferred to Customer.

2. Limited Warranty of Condition and Operation. APDM warrants solely to Customer that when delivered to purchaser and for a period of one (1) year after the date of delivery to Customer, the Equipment, will conform in all materials respects to APDM's published specifications when used as described in APDM's written instructions, be in good working order and free of defects in workmanship and materials. **EXCEPT AS OTHERWISE PROVIDED HEREIN, APDM MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT THOSE SET FORTH IN THE DESCRIPTION AND DIRECTIONS ON THE LABELING OF THE EQUIPMENT. UNLESS THE EQUIPMENT IS USED IN ACCORDANCE WITH THE DIRECTIONS ON THE LABELING AND THE INSTRUCTIONS ACCOMPANYING THE EQUIPMENT, THIS LIMITED WARRANTY AND ANY WARRANTIES IN SUCH DESCRIPTION SHALL BE VOID AND OF NO EFFECT.**

3. Customer's Exclusive Remedies. If within one (1) year from the date of delivery to Customer the Equipment does not comply with the foregoing Limited Warranty of Condition and Operation, APDM will at APDM's option, repair, replace or refund the purchase price of the defective Equipment free of charge to the Customer. Customers requesting repair, replacement or refund are required to ship the Equipment to APDM's facilities in Portland, Oregon, US. As a condition of this warranty, Customers must call APDM's Customer Service Line for instructions on and prior approval of shipment prior to returning any defective Equipment.

4. Limitation of Liability. APDM SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR ITS RENTAL, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUE, LOST PROFITS, OR COST ASSOCIATED WITH DOWNTIME. THE OBLIGATIONS CONTAINED IN THIS PARAGRAPH CONTINUE BEYOND THE TERM OF THIS LIMITED WARRANTY.

5. Governing Law. This Limited Warranty shall be governed by, and construed and interpreted in accordance with, the local laws of the State of Oregon, USA (without application of its conflicts of laws rules).