

Appendix B

RADARVISION[®] PRODUCT WARRANTY

Covered Products

These warranties cover the following equipment and products made and provided by us:

**RADARVISION[®] and
SOLDIERVISION[®] FAMILY OF
PRODUCTS**

Scope and Duration of Warranties

Product Warranties and Warranty Period:

We warrant to you that for one (1) year from the date we deliver the Product to the Carrier in Huntsville, Alabama, the Covered Products listed in our Purchase Order (except batteries) will (1) be free from defects in material, workmanship, and title, and (2) conform substantially to our published Covered Product specifications in effect on the date of shipment of the Covered Products. Our published Covered Product specifications are available on request. Batteries are warranted only by the original equipment manufacturer.

Patent and Copyright Warranty: We warrant to you that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

We will defend or settle any suit against you to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided we receive prompt written notice of the claim, your cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, we will pay all damages and costs awarded against you due to the breach. In addition, we will either obtain a license for you to continue using the infringing Covered Product, provide a non-infringing replacement, alter the Covered Product so that it is non-infringing, or remove the infringing Covered Product and refund the price (less reasonable depreciation) and any return transportation costs paid by you.

Warranty Period: The warranty period for all warranties listed above is limited in time to one year from the date referenced above.

The warranty period for any Covered Product or part furnished to you without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. The warranty period for any replacement Covered Product or part furnished to you with a pro rata charge as a warranty remedy will be the full period of the warranty applicable to the replacement Covered Product.

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF OUR REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES.

The warranties do not cover:

A. Any defect or deficiency (including failure to conform to our published Covered Product specifications) which results, in whole or in part, from: (1) the opening and/or tampering of the Product in any way which breaks the new product seal or which removes or makes illegible the product serial number, (2) any improper storage, handling, misuse, accident, water, neglect or maintenance of the Covered Products, or any alteration or extraordinary use of the Covered Products, by anyone other than us, (3) failure to follow any of our written instructions or recommendations, (4) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications, (5) any of your designs, specifications or instructions, (6) any failure to use the Covered Products in accordance with their specifications, including upper and lower data limits, (7) any freight costs associated with your return of the Products to us for warranty claims, and (8) any cause external to the

Covered Products as furnished by us or beyond our reasonable control.

B. The payment or reimbursement of any facility costs arising from repair or replacement of the Covered Products or parts.

C. Covered Products used or exported outside the United States without prior written consent and necessary U.S. and foreign government authorization.

Exclusive Warranty Remedies

Product Warranties: If you promptly notify us of your warranty claim and make the Covered Product available for service, we will at our option, repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m., Monday-Friday Central Time, excluding our holidays, and outside those hours at our then prevailing service rates and subject to the availability of personnel. Please contact your sales agent to arrange for Warranty Service.

**Patent and Copyright Warranty:
Exclusive Remedies and Sole Liability:** The above remedies in this EXCLUSIVE WARRANTY REMEDIES section are your exclusive remedies and constitute our sole liability for any warranty claims. YOU AGREE THAT WE AND OUR REPRESENTATIVES HAVE NO LIABILITY TO YOU FOR (1) ANY PENAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER OUR PURCHASE ORDER, AND (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

Voiding of Warranty: This Warranty shall become void upon your failure to pay in full for the Covered Product or upon your material breach of any of the Terms and Conditions of Sale.

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