

Diamond Systems Corporation Limited Warranty

January 8, 2015

Unless otherwise agreed to in writing, Diamond Systems Corporation (DSC) warrants to the original purchaser that its products will be free from defects in material and workmanship for a period of two years from the date of shipment. This warranty will not apply to products that have been misused, damaged in use, or altered. DSC's obligation under this warranty is limited to replacement or repair, at its option. Any such product within the warranty period must be returned to DSC in DSC-approved packaging with a <u>DSC-assigned Return Material Authorization (RMA)</u> number referenced on the shipping document. Purchaser shall prepay transportation to DSC's designated site. If returned products are repaired or replaced under the terms of this warranty, DSC shall pay return transportation charges.

DSC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH DSC PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. DSC SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY