



**Limited Warranty:**

(a) BZ-TECH warrants that BZ-TECH-branded products will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery with respect to hardware and will materially conform to their published specifications for a period of one (1) year with respect to software. BZ-TECH may resell sensors manufactured by other entities and are subject to their individual warranties; BZ-TECH will not enhance or extend those warranties. BZ-TECH does not warrant that the software or any portion thereof is error free. BZ-TECH will have no warranty obligation with respect to Products subjected to abuse, misuse, negligence or accident. If any software or firmware incorporated in any Product fails to conform to the warranty set forth in this Section, BZ-TECH shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after BZ-TECH receives from Customer (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit BZ-TECH to create such bug fix or software patch. If any hardware component of any Product fails to conform to the warranty in this Section, BZ-TECH shall, at its option, refund the purchase price less any discounts, or repair or replace non-conforming Products with conforming Products or Products having substantially identical form, fit, and function and deliver the repaired or replacement Product to a carrier for land shipment to customer within a reasonable period after BZ-TECH receives from Customer (i) notice of such non-conformance, and (ii) the non-conforming Product provided; however, if, in its opinion, BZ-TECH cannot repair or replace on commercially reasonable terms it may choose to refund the purchase price. Repair parts and replacement products may be reconditioned or new. All replacement products and parts become the property of BZ-TECH. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from BZ-TECH a Return Material Authorization Number (RMA) prior to returning any Products BZ-TECH. Products returned under this Warranty must be unmodified.

Customer may return all Products for repair or replacement due to defects in original materials and workmanship if BZ-TECH is notified within ninety (90) days of customer's receipt of the product. BZ-TECH reserves the right to repair or replace products at its own and complete discretion. Customer must obtain from BZ-TECH a Return Material Authorization Number (RMA) prior to returning any products to BZ-TECH. Products returned under this Warranty must be unmodified and in original packaging. BZ-TECH reserves the right to refuse warranty repairs or replacements for any products that are damaged or not in original form. For products outside the ninety-day warranty period repair services are available at BZ-TECH at standard labor rates for a period of one year from the Customer's original date of receipt.

(b) As a condition to BZ-TECH'S obligations under the immediately preceding paragraphs, Customer shall return Products to be examined and replaced to BZ-TECH'S facilities, in shipping cartons which clearly display a valid RMA number provided by BZ-TECH. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer shall bear the risk of loss for such return shipment and shall bear all shipping costs. BZ-TECH shall deliver replacements for Products determined by BZ-TECH to be properly returned, shall bear the risk of loss and such costs of shipment of repaired products or replacements, and shall credit Customer's reasonable costs of shipping such returned Products against future purchases.

(c) Monnet's sole obligation under the warranty described or set forth here shall be to repair or replace non-conforming products as set forth in the immediately preceding paragraph, or to refund the documented purchase price for non-conforming Products to Customer. Monnet's warranty obligations shall run solely to Customer, and BZ-TECH shall have no obligation to customers of Customer or other users of the Products.

**BZ-TECH**

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**Limitation of Warranty and Remedies.**

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. BZ-TECH'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL BZ-TECH BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING BZ-TECH'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

IN ADDITION TO THE WARRANTIES DISCLAIMED ABOVE, BZ-TECH SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESSED, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, SERIOUS PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE APPLICATIONS.

**Indemnification:** BZ-TECH shall defend or settle any claim, suit, or action against Customer based on an allegation that any Product purchased by Customer from BZ-TECH infringes any third party's U.S. patent or copyright; provided, that Customer has made no modification or alterations to the product and that Customer gives BZ-TECH prompt written notice of any claim or suit, sole authority to defend or settle as it sees fit, and full cooperation. BZ-TECH may, at its sole option and expense (i) procure for Customer the right to continue using the product (ii) modify the product so that it is non-infringing (iii) procure a replacement product that has substantially the same functionality, or if none of the above options is reasonably available (iv) refund to customer the purchase price originally paid less a use credit for the period of use.

BZ-TECH has no liability for any claim, suit or action based in whole or in part upon or arising out of compliance with Customer's designs, specifications or instructions, modification of the Hardware or Software, or the combination of the Hardware or Software with products or items not furnished by BZ-TECH. THIS SECTION STATES BZ-TECH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT, OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY PATENT OR COPYRIGHT.

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