

KLAS

LIMITED WARRANTY FOR TRX PRODUCTS

1 Definitions

- 1.1 “Products” mean the products of the type and specifications manufactured and packed under the trademarks of Klas branded TRX, but not third party products provided with the Products.
- 1.2 “Software” means the machine readable (object code) version of the computer programs authored by Klas and provided as part of the Product including firmware, and any copies made, bug fixes for, updates to or upgrades thereof.

2 Warranty

- 2.1 Klas warrants (subject to the other provisions of this warranty) that upon delivery, and for a period of twelve (12) months (or such other time agreed in writing with Klas) from the date of delivery, the hardware Products will substantially conform to their applicable technical, functional or other specifications (“Specifications”), be new and unused and be free from defects in material or workmanship.
- 2.2 Klas further warrants that (subject to the other provisions of this warranty) upon delivery, and for a period of twelve (12) months (or such other time agreed in writing with Klas) from the date of delivery, the Software will substantially conform to its Specifications and will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Klas for such Software provided Cisco SMARTnet or Cisco Software Application Support Services as applicable has been purchased for at least an equivalent period.
- 2.3 Klas does not warrant that the operation of Products or Software will be uninterrupted or error-free.

3 Claim

- 3.1 Subject to other provisions of this warranty, if any of Products do not conform with any of the warranties herein and Klas receives from Customer (being the original end user customer) during the warranty period set forth above a detailed notice of non-conformance submitted promptly upon discovery of the alleged non-conformance, Klas shall at its option repair or replace such Products (or the defective part), by new or refurbished Products, within reasonable time or refund the price of such Products at the pro rata rate provided that, if Klas so requests, Customer shall, at Customer’s expense, return Products or the part of such Products which is defective to Klas. Upon Klas’s request, defective Products shall be made available for Klas’s inspection. Klas shall make the final determination as to the existence and cause of any alleged defect. Any Products replaced will belong to Klas and any repaired or replacement Products will be guaranteed on these terms for the balance of the original warranty period for the defective Product, or for a ninety (90) day period from repair or replacement, whichever is longer.

3.2 In order to receive warranty remedies Customer shall (i) give written notice of the defect to Klas, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days of the time when Customer discovered or ought to have discovered the defect; and (ii) give Klas a reasonable opportunity after receiving the notice to examine such Products at their then current location or if asked to do so by Klas at Klas's place of business. To obtain warranty service please visit www.klasgroup.com/support/ and follow directions under Transportation.

4 Exclusions

4.1 Warranty is subject to Customer having paid in full all amounts owed at the time. Klas shall not be liable for a breach of any of the warranties if: (i) the defect arises because Customer failed to follow Klas's instructions as to the storage, installation, commissioning, use, maintenance or calibration of Products; or (ii) the defect is caused by accident, abuse, misuse, water, flood, fire or other acts of nature or external causes; or (iii) Customer or a third party alters or repairs such Products without the prior written consent of Klas; or (iv) the defect is due, in part or wholly, to normal wear and tear of Products or their consumable parts such as batteries, hard drives, removable storage devices, adapters or cables; or (v) the Product has been connected to a power and/or data cable not provided by Klas; or (vi) the defect is due to use of a superseded or altered release of any Software, to the extent such defect would have been avoided by the use of a current unaltered release of such Software; or (vii) the defect is attributable, in part or wholly to third party hardware or third party software that Klas purchases from third parties and provides to Customer as such in connection with or as part of the delivery of the system, solution or parts thereof provided by Klas; or (viii) the defect is cosmetic, such as scratches, nicks and dents; or (ix) the defect arises out of external electro-magnetic interference.

5 General

5.1 User Data: Before Customer delivers the Product for repair it is the responsibility of the Customer to keep a separate backup copy of User Data, and disable any security passwords. Klas or its authorised representatives are not responsible for any damage to, or loss of, User Data during repair under this Agreement. Any Product repaired or replaced under this Agreement will be returned to Customer user configured in the same manner as when the Product was originally purchased. At Klas's discretion, Klas may make technical changes to the Product during repair, such as configuration changes in the firmware, to upgrade the Product to the latest configuration status applicable to the Product.

5.2 Customer expressly acknowledges and agrees that the warranties operate only to the benefit of Customer, and that no warranties shall pass on to any subsequent owner of Products unless otherwise authorized in writing by Klas.

5.3 Klas is not liable, under any circumstances, for Product downtime, loss of data or loss of information caused by the malfunctioning of the Product. THE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT,

MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS ARE ACCORDINGLY HEREBY EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

- 5.4 THE MAXIMUM LIABILITY OF KLAS UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KLAS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.
- 5.5 Extended Hardware Warranty: If, upon the date of purchasing the Product, Customer purchases extended warranty or extended services for the Product (which must include purchase of Klas Technical Assistance Centre (“KTAC”) and, if applicable, Cisco SMARTnet or Cisco Software Application Support Services for at least an equivalent period), such extended warranty is provided in respect of the Product, subject to the terms and conditions of this Limited Product Warranty Agreement for the warranty period specified in the Customer invoice for the Product.
- 5.6 International Purchases: A separate warranty may be provided by international distributors for Products purchased outside the EU depending on the country. Such warranties are only valid in the area of intended distribution.
- 5.7 Assignment: Customer shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder without the prior written consent of Klas.
- 5.8 Severability: If any term of this agreement is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- 5.9 Jurisdiction and Governing Law: This Agreement is governed by the laws of Ireland and disputes arising out of this agreement shall be subject to the non-exclusive jurisdiction of the Courts of Ireland, to which the parties hereby irrevocably submit.