

## Room Alert & TemPageR Limited Warranty

AVTECH Software Inc. (AVTECH) warrants its Room Alert and TemPageR environment monitors against defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase by the original end user customer ('Warranty Period'). This Warranty Period can be extended annually with the optional renewal of AVTECH's Maintenance Support & Update Service (MSUS). If a hardware defect arises and a valid claim is received by AVTECH Technical Support within the Warranty and/or extended MSUS Period, at its option and to the extent permitted by law, AVTECH will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by AVTECH, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes property of the end user customer and the replaced item, if applicable, becomes property of AVTECH. Replacement products will be shipped to customers via UPS Ground or equivalent at AVTECH's expense. Products returned to AVTECH by customers will be shipped at the sender's expense. Expedited shipment methods can be requested and will be used at the customer's expense. Parts provided by AVTECH in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to AVTECH and becomes AVTECH's property. Refunds are paid only after the returned product is received by AVTECH. No products can be returned to AVTECH for credit or replacement without prior RMA authorization by AVTECH Technical Support. All products returned without prior authorization become property of AVTECH with no further obligation to the customer required. If a lapse in the MSUS subscription occurs for more than thirty (30) days, AVTECH reserves the right to determine if a non-working hardware monitor will be replaced at no charge or if the customer will be provided with a special offer to purchase new hardware. Such replacement is at AVTECH's sole discretion.

## AVTECH Sensor & Accessory Limited 90-Day Warranty

AVTECH Software Inc. (AVTECH) warrants its environment monitoring sensors and accessories against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase by the original end user customer ('Warranty Period'). If a hardware defect arises and a valid claim is received by AVTECH Technical Support within the Warranty Period, at its option and to the extent permitted by law, AVTECH will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by AVTECH, assumes the remaining warranty of the original product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes property of the end user customer and the replaced item, if applicable, becomes property of AVTECH. Replacement products will be shipped to customers via UPS Ground or equivalent at AVTECH's expense. Products returned to AVTECH by customers will be shipped at the sender's expense. Expedited shipment methods can be requested and will be used at the customer's expense. Parts provided by AVTECH in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to AVTECH and becomes AVTECH's property. Refunds are paid only after the returned product is received by AVTECH. No products can be returned to AVTECH for credit or replacement without prior RMA authorization by AVTECH Technical Support. All products returned without prior authorization become property of AVTECH with no further obligation to the customer required.

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### Exclusions & Limitations

This Limited Warranty applies only to hardware products manufactured by or for AVTECH. The Limited Warranty does not apply to any non-AVTECH hardware products or any software, even if packaged or sold with AVTECH hardware. Manufacturers, suppliers, or publishers, other than AVTECH, may provide their own warranties to the end user customer, however AVTECH, in so far as permitted by law, provides their products 'as is'. Software distributed by AVTECH with or without the AVTECH brand name (including, although not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

AVTECH does not warrant that the operation of the product will be uninterrupted or error-free.

AVTECH is not responsible for damage arising from failure to follow instructions relating to the product's installation or use. This warranty does not apply: (a) to damage caused by use with non-AVTECH products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by AVTECH; (d) to a product or part that has been modified to alter functionality or capability without the written permission of AVTECH; (e) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (f) to cosmetic damage, including although not limited to scratches, dents and broken plastic on ports; or (g) if any AVTECH serial number has been removed or defaced. AVTECH reserves the right to modify or amend this Limited Warranty at any time, for any reason, and will notify users by posting changes in writing online at AVTECH.com prior to any change being implemented.