

DataCaster 12 Month Limited Hardware Warranty

Terminology

- “Provider” shall mean Software Toolbox, Inc.
- “Product” shall mean the DataCaster hardware and embedded software.
- “Purchaser” shall mean the named party on the purchase invoice for the product
- “End User” shall mean a party other than the Purchaser in the event Purchaser has purchased on behalf of another party

1. Coverage

This Limited Warranty covers any defects in materials or workmanship under normal use during the Warranty Period. During the Warranty Period, Provider, at their sole discretion, will repair or replace, at no charge, hardware components of the product that prove defective due to improper materials or workmanship.

Warranty Duration: All dates are measured from the original date of purchase indicated on the invoice provided by Provider to Purchaser.

- DataCaster Device: 12 Months
- Cables, power supplies, mounting equipment: 30 days

2. What Will We Do?

The provider will, at its sole discretion:

- Repair the product at no charge, using new or refurbished replacement parts,
- Replace the product with a new or refurbished unit of the same or comparable model, or
- Refund the original purchase price of the product.

Repaired or replaced hardware will be warrantied for the remainder of the original warranty period or 90 days, whichever is longer. Provider reserves the right to require payment for replacement Product if upon inspection of the returned Product, they determine that the failure was because of circumstances not covered by this Warranty.

3. What Does This Warranty Not Cover?

This warranty does not cover:

DataCaster 12 Month Limited Hardware Warranty

- Damage caused by accident, abuse, misuse, liquid contact, fire, or other external causes.
- Damage resulting from unauthorized modifications or repairs.
- Consumables such as batteries unless failure occurs due to a defect in materials or workmanship.
- Software loaded into the Product, including operating systems and third-party applications, which are covered by separate End User Licensing Agreements.
- Normal wear and tear, cosmetic damage (e.g., scratches or dents), or performance issues due to aging.
- Shipping costs to and from our facility. The customer is responsible for all shipping and handling expenses associated with warranty service.

The above list of exclusions is not exhaustive. Other limitations may apply based on the specific circumstances of use, damage, or environment.

4. Prohibited Use of Product in Safety-Critical Industrial Applications

The Product is intended for use in industrial environments only.

Under no circumstances may this Product be used in safety-critical applications within industrial automation. This Product is not certified to meet any functional safety standards (e.g., ISO 13849, IEC 61508) and must not be used in such applications. This includes, but is not limited to:

- Systems where a malfunction or failure could result in serious injury, loss of life, or significant damage to equipment, facilities, or the environment.
- Prohibited uses include safety interlocks, emergency stop controls, fail-safe systems, and machinery or process control systems that are directly responsible for operator or environmental safety.
- This product may not be used in any facility that generates power of any type using Nuclear Fuels, or the production and handling of Nuclear Fuels whether for civilian or military purposes.

ANY USE IN VIOLATION OF THE TERMS IN THIS SECTION IS PROHIBITED AND IMMEDIATELY VOIDS ALL WARRANTIES AND PROVIDER LIABILITY.

DataCaster 12 Month Limited Hardware Warranty

4. Limitation of Liability

PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT AND ALL ACCOMPANYING MATERIALS.

IN NO EVENT SHALL PROVIDER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOST SAVINGS, LOST OPPORTUNITIES, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY OR BASIS FOR SUCH CLAIM. ALL LIABILITY IS DISCLAIMED IF THE PRODUCT IS USED IN ANY PROHIBITED INDUSTRY OR APPLICATION AS DEFINED IN THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITATIONS ON LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO PURCHASER OR END-USER.

5. Other Terms & Conditions

Severability Each section and subsection of this Warranty shall be considered severable, and if any provision of this Warranty shall be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Warranty shall not be affected thereby but shall continue in effect.

Export Restrictions You acknowledge that the Product may be subject to U.S. export jurisdiction depending on the location of the Purchaser and/or End-User. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Prior to delivery of Product, you may be required to deliver to Provider the necessary documentation as required by the U.S. government and its agencies to certify the final end user destination of the Product. If such documentation is requested and you do not or are not able to provide it, the Product will not be delivered to you in any form, and any pre-paid funds for Product purchase will be refunded to you.

Trademarks –Software Toolbox is a trademark of Software Toolbox, Inc. The DataCaster logo mark uses a graphic mark that is a Registered Trademark of Software Toolbox, Inc. All rights to these marks are reserved by Provider on a global basis.

DataCaster 12 Month Limited Hardware Warranty

6. Governing Law & Dispute Resolution

This warranty is governed by and construed in accordance with the laws of the State of North Carolina. No provision of this Warranty shall be amended, supplemented or waived except by written agreement signed by the parties hereto. This Warranty takes precedence over any conflicting terms specified on Purchaser's purchase order or other documents supplied by Purchaser as part of the transaction of purchasing the Product. This Warranty sets forth the entire understanding and agreement between the parties with respect to the subject matter set forth herein and supersedes any prior or contemporaneous discussions, understandings, orders, requests or statements regarding such subject matter, other than the pricing and payment terms contained on the attached or related invoice. In the event of a dispute between Purchaser or End User and Provider where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding arbitration under the expedited commercial arbitration rules of the American Arbitration Association then in effect; provided, however, that Provider shall be entitled to avail itself of injunctive and other equitable rights and remedies in a court of competent jurisdiction in order to protect its rights and interests. Arbitrations shall take place in Charlotte, North Carolina. There shall be one (1) arbitrator mutually agreed to by both parties (if the parties are unable to agree on a single arbitrator, the arbitrator shall be chosen in accordance with the rules of the American Arbitration Association); such arbitrator shall have experience in the area of software technology. After the hearing, the arbitrator shall decide the controversy and render a written decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. The award of the arbitrator shall be conclusive. Payment of the expenses of arbitration, including attorneys' fees and the fee of the arbitrator, shall be assessed by the arbitrator based on the extent to which each party prevails.