

# Revcord Warranty Statement

## Five-Year Limited Hardware Warranty

All purchases of Revcord systems include a limited hardware warranty plan that covers defects in materials and workmanship. This plan is intended to cover all internal components and the chassis of any Revcord system for a period of five years from the date of purchase. Once a warranty claim has been made, the customer has two options as to how the claim is processed. First, the customer can request a RMA number from Revcord to return the non-functioning Revcord system directly to the Revcord Facility. Second, the Customer can request that a replacement component be shipped to customer next business day subject to availability. The customer should specify to the Revcord support agent how the claim is to be handled. It is up to the customer to handle any site or scheduling conflicts. Note that all incoming calls must be received by 2:00 PM CST to qualify for Next Business Day Delivery Service. All warranty claims and the shipping charges are subject to rejection after inspection and validation by the Revcord Service Facility. If it is determined that damage, neglect, or acts of God have caused the failure of the Revcord System or part, the warranty claim will be rejected and a Revcord Service Agent will contact the customer to discuss repair options. Please note that all replacement parts and any hardware used to upgrade an existing system carries a 90 day warranty.

## One Year Limited Software Warranty

With the purchase of a Revcord system, the Buyer gets a one year software warranty. In addition, one year of RevShield is included at the RSSTD rate. This plan provides for Help Desk support and In Version Software Upgrades, Patches, and Hot Fixes based upon the Severity Levels outlined in RevShield Service Level Agreement. Please see the Revcord Service Level Agreement for further detail.

## OTHER WARRANTIES, LIMITATION OF LIABILITY

1. Revcord warrants that its products, at the time of shipment by Revcord, are free from defect in material or workmanship for the respective warranty periods as specified above.
2. To assure conformance with operating limitations, Buyer should refer to the applicable data sheet.
3. The warranty is void (i) if the Product is not operated in conformance with installation, environmental, mechanical or electrical requirements, or within thermal stress limits, or (ii) to the extent that any malfunction is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation, or handling, or if the original identification markings on the Product have been removed, defaced or altered.

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4. The foregoing warranty is subject to Buyer's (i) promptly written claim and (ii) timely provision to Revcord of an opportunity to inspect and test the Product claimed to be defective. Such inspection may be on Buyer's premises and/or Revcord may request the return of the Product at Buyer's expense. However, Revcord shall not be responsible for packing, inspection, or labor costs in connection with the return of Product. No Product shall be accepted for warranty service that is not accompanied by a Return Authorization issued by Revcord.
5. The liability of Revcord hereunder or otherwise is solely and exclusively limited to replacement (new or refurbished Product), repair, or credit of the amortized purchase price, as Revcord may elect, for any Product which is returned by Buyer during the applicable warranty period, or services for which timely notice of defect has been given by Buyer, and which are found by Revcord to be subject to adjustment under this warranty.
6. Revcord's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of Revcord's rendering of technical advice, facilities, or services in connection with Buyer's order or the products furnished hereunder.
7. REVCORD MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.
8. **IN NO EVENT SHALL REVCORD BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED PROFIT, OR OTHER ECONOMIC LOSS OR FOR ANY DAMAGES ARISING IN TORT WHETHER BY REASON OF STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE REGARDLES OF WHETHER IT HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH.**