



Limited Hardware Warranty

Limited Warranty

Adept Systems Inc. ("ASI") warrants this hardware item (the "Product") to be free of defects in workmanship and materials, under normal use and service, from the date of purchase from ASI or its Authorized Reseller and for the period of time specified in the documentation supplied with each product or one year if not otherwise specified.

Warranty Service

ASI shall, at its own expense and option, either repair or replace any defective items of the Product during the warranty period or deliver to the purchaser an equivalent product or part, provided that the purchaser has notified ASI and, upon inspection by ASI, ASI has found the Product to be defective. Repair parts and replacement products are furnished on an exchange basis and will be either reconditioned or new. All replaced products and parts will become the property of ASI. Any replaced or repaired product or part has a ninety (90) day warranty or the remainder of the initial warranty period, whichever is longer. The purchaser assumes responsibility for all Product freight and shipping.

Warranty Conditions

THE FOREGOING WARRANTIES ARE CONTINGENT UPON THE PROPER USE OF THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS AND SPECIFICATIONS PUBLISHED BY ASI AND SHALL NOT APPLY TO ANY PRODUCT THAT HAS BEEN REPAIRED OR MODIFIED BY PERSONS OTHER THAN ASI OR ITS AUTHORIZED REPRESENTATIVES. ASI shall not be liable under this warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by the purchaser's, or any third party's misuse, neglect, improper installation or testing, unauthorized attempt to repair or modify, or any other cause beyond the range of the intended use, or by accident, fire, lightning, or other hazard. THE FOREGOING WARRANTIES ARE ALSO CONTINGENT UPON THE USE OF THE PRODUCT IN THE COUNTRY OR REGION SPECIFIED FOR THE PARTICULAR PRODUCT BY ASI.

All expressed and implied warranties of a product's merchantability, or of its fitness for a particular purpose, are limited in duration to the applicable period as set forth in this limited warranty, and no warranty will be considered valid after its expiration date.

Limitation of Liability

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER. IN NO EVENT WILL ASI OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF ASI OR ITS SUPPLIERS HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ASI's or its supplier's liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by the Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

Warranty Disclaimer

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of Delaware, without regard to Delaware's conflict or choice of law provisions.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

Information

For further information regarding this Product, please contact:

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