

Z-TV Systems

One-Year Limited Hardware Warranty

Z-Band Technologies (“Z-Band”) offers a limited hardware warranty to the original purchaser of the Z-TV family of hardware products that it sells, warranting that such products are free from defects in workmanship and materials. Such warranty shall apply only for so long as the purchased product remains under normal use and service, for a period not to exceed **TWELVE (12) MONTHS** from the date of shipment from Z-Band. Extended Warranty coverage is also available under certain circumstances, but only if an agreement to that effect is entered. During the warranty period, Z-Band will repair or replace, at its election, any product which is in non-conformance with its specifications.

Z-BAND DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE LIMITED HARDWARE WARRANTY PROVIDED HEREIN IS NON-TRANSFERABLE. IT IS ALSO CONTINGENT UPON THE PROPER INSTALLATION AND USE OF THE PRODUCT IN ACCORDANCE WITH Z-BAND’S SPECIFICATIONS, AND SUBJECT TO ALL LIMITATIONS AND RESTRICTIONS SET FORTH EXPRESSLY HEREIN. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT THAT (1) IS IN AN OPERATING ENVIRONMENT THAT DOES NOT COMPLY WITH Z-BAND’S SPECIFICATIONS; (2) HAS BEEN REPAIRED OR MODIFIED BY PERSONS OTHER THAN Z-BAND OR ITS AUTHORIZED TECHNICIANS; (3) HAS BEEN DAMAGED OR RENDERED UNSERVICEABLE BY IMPROPER MAINTENANCE, OR MAINTENANCE BY UNCERTIFIED SERVICE PERSONNEL; OR (4) HAS BEEN SUBJECT TO ABUSE OR NEGLIGENCE. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY AND Z-BAND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, TO THE MAXIMUM EXTENT THAT SUCH DISCLAIMER IS PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

IN NO EVENT SHALL Z-BAND BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, UNDER ANY LEGAL THEORY RELATING TO THE SALE OF ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF ANY OF THE FOLLOWING: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), THE USE OF MONEY, ANTICIPATED SAVINGS, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION, OR DAMAGE TO OR CORRUPTION OF DATA. Z-BAND SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH Z-BAND PRODUCTS OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY STATUTORY PROVISION THAT PROHIBITS EXCLUSION AS SUCH BY Z-BAND.