

FTR PTY LTD

Statement of Limited Product Warranty

Limited Warranty

For purposes of this Statement of Limited Product Warranty (the "Warranty Statement"): (i) the term "Hardware Products" shall mean the mechanical, electrical and/or electronic equipment manufactured by FTR, Pty. Ltd. ("FTR") and/or its affiliates, (ii) the term "Software Products" shall mean FTR's "For The Record," "FTR Gold" and "TheRecord" software products, or such components thereof as are licensed by a Customer from FTR or an Authorized Licensee, and (iii) the term "Customer" shall mean the original end user that purchases or licenses FTR Products directly from FTR or an entity licensed by FTR to provide such FTR products ("Authorized Licensee"). When used with reference to the FTR ReporterDeck product (a mixed hardware and software product), the term "Hardware Product" means the hardware (mechanical) portions of the FTR ReporterDeck product.

FTR warrants that the Hardware Products, as delivered by FTR or its Authorized Licensee, shall substantially comply with their written documentation, under normal use, for a period of one (1) year from the date of the associated FTR or Authorized Licensee invoice to the Customer. FTR warrants that the Software Products, as delivered by FTR or its Authorized Licensee, shall operate in all material respects in accordance with their accompanying user documentation, under normal use, for a period of ninety (90) days from the date of such invoice.

The express warranties provided herein are limited and are the only warranties that apply to the Hardware Products and Software Products. The express warranties provided by FTR herein are subject to the following limitations:

- (a) FTR's warranties granted herein are extended to and benefit only the Customer;
- (b) FTR makes no warranty that the Software Products will work in combination with any hardware or software provided by third parties, or that the operation of the Software Products will be uninterrupted or error-free, or that all defects in the Software Products will be corrected;
- (c) FTR's warranties herein do not apply to: (i) any FTR Hardware Product or Software Product that is modified by anyone other than FTR; (ii) defects arising from use of the FTR Hardware Product or Software Product other than in accordance with its operating instructions; (iii) any FTR Hardware Product or Software Product that has been kept outdoors or in extreme heat and humidity; (iv) failures caused by defects, problems, or failures of hardware or software provided by third parties; and
- (d) The warranties herein do not apply to defects arising from acts of persons other than FTR, misuse, neglect, improper installation or testing, unauthorized attempts to repair an FTR Hardware Product, any other cause beyond the range of the intended use of the FTR Hardware Product, or by accident, fire, lightning, theft, vandalism, water, acts of God, or other peril.

Customer's sole remedy for breach of the above warranties shall be that FTR shall, at its own option and expense, within thirty (30) days of being delivered the defective Hardware Product or Software Product, either (a) grant to Customer a full refund of the purchase price of the FTR Hardware Product or Software Product; (b) repair the defective Hardware Product or Software Product and return it to Customer; or (c) deliver to Customer a replacement Hardware Product or Software Product. All Hardware Products and Software Products that are replaced will become the property of FTR. Replacement products may be new or reconditioned. Any replacement or repaired Hardware Product shall have a warranty identical to this warranty commencing on the date of delivery of the replacement or repaired Hardware Product to Customer and ending (i) ninety (90) days thereafter, or (ii) one (1) year from the original date of purchase, whichever is later. Any replacement or repaired Software Product shall have a ninety (90) day warranty identical to this warranty commencing on the date of delivery of the replacement or repaired Software Product to Customer. This warranty is non-transferable. FTR shall not be responsible for any software, firmware, information, or memory data of Customer contained in, stored on, or integrated with any products returned to FTR pursuant to any warranty.

Standard Warranty Service

Repair and replacement of Hardware Products or replacement of Software Products may be obtained by contacting FTR telephonically during the warranty period and obtaining a Return Material Authorization (RMA) number, then, as directed by FTR and at Customer's expense, delivering the defective Hardware Product or Software Product, accompanied by proof of purchase, to FTR or to an authorized FTR service center. Warranty service for Software Products may in some cases be obtained without delivering the FTR Software Product to FTR, as directed by FTR. Any FTR Hardware Product or Software Product returned to FTR must have an RMA number marked on the outside of the package, and be packaged in the FTR Hardware Product or Software Product's original or comparable packaging. FTR is not responsible for product(s) lost or damaged during transit from the Customer to FTR. FTR has the right to refuse any FTR Hardware Product or Software Product received without a RMA number on the outside of the packaging. Repaired Hardware Products and Software Products will be returned to Customer at FTR's expense.

This warranty is not valid if the serial number has been tampered with or removed from the product(s).

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