

Enlogic Factory Warranty

Enlogic warranties that the equipment provided shall be free from manufacturing defects for a period of two (2) years from the invoice date to the original purchaser. Enlogic will automatically extend the standard warranty period for an additional (1) year if the product registration is completed within thirty (30) days from the invoice date to the original purchaser. Product registration may be completed online at www.Enlogic.com.

Enlogic's warranty obligations hereunder are contingent upon the following conditions:

- (1) Enlogic is promptly notified of the defect;
- (2) Purchaser establishes to Enlogic's reasonable satisfaction that any goods have been properly installed, maintained and operated; and (3) Purchaser returns the defective goods or any part thereof to Enlogic. Upon a determination by Enlogic that a product is not as warranted, Enlogic shall, at its exclusive option, replace or repair said defective product or parts thereof. This warranty is void in the case of abuse, mis use, abnormal usage, faulty installation or repair by unauthorized persons, or if for any other reason Enlogic de termines that said product is not operating properly as a result of causes other than defective manufacture.

This warranty shall apply exclusively to products sold to Purchaser by Enlogic or any company controlled by or in common control with Enlogic or an Enlogic subsidiary (collectively, "Enlogic"). Enlogic shall not have any liability or obligation to Purchaser, under this warranty or otherwise, with respect to any defect or failure of performance in products which are not sold or manufactured by Enlogic, including any such products which are commingled with or incorporated into any Enlogic products, or any products into which Enlogic products are incorporated as a system component or otherwise.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL Enlogic BE LIABLE TO PURCHASER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH PURCHASER'S USE OF ANY OF THE PRODUCTS LISTED HEREIN, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SAID PRODUCTS. NEITHER Enlogic NOR ITS REPRESENTATIVES SHALL BE LIABLE TO THE PURCHASER OR ANYONE ELSE FOR ANY LIABILITY, CLAIM, LOSS,

DAMAGE OR EXPENSE OF ANY KIND, OR DIRECT COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATIVE TO OR ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY SAID PRODUCTS OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE SAID PRODUCTS. IT IS EXPRESSLY AGREED THAT PURCHASER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE AND/OR USE OF ANY OF THE PRODUCTS LISTED HEREIN FROM Enlogic SHALL BE FOR DAMAGES, AND Enlogic'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT OR CONTRACT, OR ON THE WARRANTY ITSELF, OR UNDER ANY OTHER LAW OR FORM OF ACTION, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF Enlogic, THE RESTORATION OR REPLACEMENT OR REPAIR OF SUCH PRODUCT.

This warranty is governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law principles.

The parties to this warranty agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this warranty.

All disagreements and disputes arising out of or in connection with this warranty shall be finally settled by arbitration.

Unless otherwise prohibited by law, the arbitration shall be:

- (i) held in St. Louis, Missouri;
- (ii) conducted in accordance with Missouri law;
- (iii) conducted in the English language;
- (iv) settled under the Rules of Arbitration of the American Arbitration Association ("Rules"); and
- (v) heard by one arbitrator appointed in accordance with the Rules.

The decision of the arbitrator shall be final and binding upon the parties. If part of this warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire warranty, but rather the warranty shall be construed as if not containing the particular invalid or unenforceable provision." If this warranty is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.