

PRODUCT WARRANTY TERMS AND CONDITIONS

Unless otherwise stated on Purchase Order or Contract, all Intellisense Systems, Inc. (Intellisense) Products are warranted to be free of defects in materials and workmanship for a period of 12 months ("Factory Warranty") from date of shipment provided such Product meets the following criteria ("Warranty Criteria"): the Product has not (1) been altered or repaired other than upon authorization from Intellisense and by its approved procedures, (2) been subjected to misuse, improper handling or maintenance, negligence, accident, or acts of god, nor (3) had its serial number or any part thereof altered, defaced, or removed. Customer may also purchase an Extended Warranty extending the coverage period beyond the Factory Warranty or other warranty period stated on the original Purchase Order or Contract, which Extended Warranty does not alter the coverage provided in this Product Warranty. Further, Intellisense shall extend to Customer, on a 'pass through' basis, the original manufacturer's warranty on Products not manufactured, but resold by Intellisense, to the extent allowed. Unless otherwise stated on Purchase Order or Contract Customer-furnished material, Intellisense hardware and/or software designated as "Prototype" and/or Quantimet™ software are provided "as is" without warranty.

The Customer shall be responsible for all costs of removing, properly packing, and shipping non-conforming Products to Intellisense and any cost required to reinstall the replacement or repaired Product. Intellisense shall cover the costs of freight and insurance subject to Customer adherence to Intellisense return material authorization procedures as defined on the Intellisense website. Upon receipt of returned non-conforming Products, the sole obligation of Intellisense is to (1) repair or replace any defective Product returned within the warranty period that meets the Warranty Criteria, (2) provide a quotation to Customer for repairs to Product that do not meet the Warranty Criteria, or (3) return Product to Customer that does not meet the Warranty Criteria. Intellisense will return Products to Customer by prepaid ground shipping by carrier of Intellisense's choice within the continental United States and best way CIP to all other locations per Incoterms® 2020. All items returned to Customer that do not meet the Warranty Criteria shall be at Customer's expense.

All defective items replaced pursuant to this warranty shall become the property of Intellisense. The warranty on any Product repaired or replaced pursuant hereto shall be for the greater of (i) the balance of the original warranty period, or (ii) ninety (90) days from the date of return shipment.

The foregoing warranties are in lieu of, and Customer waives, all other expressed or implied warranties, including warranties of merchantability or fitness for purpose, and sets forth the exclusive and entire liability of Intellisense with respect to any defective Product or component, whether based on contract, tort, negligence or otherwise. In no event shall Intellisense be liable for special, incidental, indirect, or consequential damages, including loss of profits or data.

To initiate a Product return or learn more, visit
<https://www.intellisenseinc.com/resources/Product-support/>