

# Warranty & Delivery

**WARRANTY:** Subject to the other provisions of this Section 3, for a period of one (1) year from date of shipment to Buyer, Caliber I.D. warrants that the Product(s) will function substantially in the manner described in the applicable documentation provided by Caliber I.D., when used in accordance with the Product(s)' intended use statement under normal care. If a Product(s) is found not to meet this standard, Buyer's sole and exclusive remedy under this warranty is strictly limited, in Caliber I.D.'s sole discretion, for Caliber I.D. to use reasonable efforts to either repair the Product(s) or replace the Product(s) so that it conforms to this warranty; or to refund the fees paid by the Buyer for the applicable nonconforming Product(s) upon the return of such Product(s) to Caliber I.D.. For products which Caliber I.D. resells, but does not manufacture, warranty for such products shall be in accordance with warranty statements supplied by the manufacturers of those products. In the event that a Product(s) does not meet the foregoing warranty, Caliber I.D. is responsible for associated shipping costs of such Product(s), during the warranty period, to and from the Caliber I.D. repair facility including customs fees to the Caliber I.D. repair facility. Buyer is responsible for customs fees and taxes, if any, incurred in shipping the product back to the Buyer's facility. No Product(s) may be returned without first obtaining a Return Materials Authorization (RMA) number from Caliber I.D. Caliber I.D. shall have no liability under the foregoing warranty to the extent that:

(a) the Buyer has failed to report in writing any defect claimed to be a breach of warranty within the warranty period;

(b) the Product(s) has been misused or exposed to environmental or operating conditions other than those specified by Caliber I.D.;

(c) the Product(s) has been damaged, altered by accident, neglect, misuse or other abuse;

(d) the claimed defect has been caused, in whole or in part, by a person or persons other than Caliber I.D., or by products or equipment not manufactured or developed by Caliber I.D.; or

(e) the claimed defect is in a superseded version of the Product(s), provided that the new version has been made available to Buyer.

CHANGES IN THE PRODUCT(S) NOT APPROVED BY CALIBER I.D. OR ABUSE OF PRODUCT(S) SHALL VOID THIS WARRANTY. The BUYER acknowledges that the SOFTWARE included with the PRODUCT(S) has been specially configured to run ON THE PRODUCT(S). The addition of ANY software not approved by Caliber I.D. could result in the PRODUCT(S) becoming unstable due to bugs or

conflicts. Examples of software not allowed, INCLUDING BUT NOT LIMITED TO: Any form of antivirus software, screen savers, games, office software (including Microsoft® products). Any changes to the PRODUCT(S) ' operating system, software, bios, hard drive, or other hardware components may also result in an unstable system. Any proposed changes to the PRODUCT(S) must be submitted to Caliber I.D. for PRIOR WRITTEN approval before they are implemented. Any changes implemented without SUCH approval by Caliber I.D. will not be covered by this warranty and will become the responsibility of the BUYER. The BUYER would then become liable for any expense related to restoring the PRODUCT(S) back to its original state. THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 3 IS THE ONLY WARRANTY MADE BY CALIBER I.D. WITH RESPECT TO THE PRODUCT(S), SOFTWARE AND ANY SERVICES PROVIDED BY CALIBER I.D. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CALIBER I.D. DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE PRODUCT(S), SOFTWARE AND/OR CONFIDENTIAL INFORMATION WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CALIBER I.D. DOES NOT WARRANT THAT THE PRODUCT(S) WILL MEET BUYER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. BUYER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE USE OF THE PRODUCT(S), AND OUTPUT OF THE PRODUCT(S), INCLUDING, BUT NOT LIMITED TO: (1) SELECTION OF THE PRODUCT(S) TO ACHIEVE BUYER'S INTENDED RESULTS; (2) DETERMINING THE APPROPRIATE USES OF THE PRODUCT(S) IN BUYER'S PRACTICE AND/OR BUSINESS; (3) ESTABLISHING ADEQUATE INDEPENDENT PROCEDURES FOR TESTING THE ACCURACY OF THE PRODUCT(S); AND (4) ESTABLISHING ADEQUATE BACKUP TO PREVENT THE LOSS OF DATA IN THE EVENT OF A PRODUCT(S) MALFUNCTION. CALIBER I.D.'S EXPRESS WARRANTY SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, CALIBER I.D. RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCT(S).

**DELIVERY:** Upon receipt of Buyer's purchase order Caliber I.D. will, by acknowledgment, notify Buyer of the schedule delivery date. Delivery shall be F.O.B. shipping Caliber I.D.'s facility. Unless otherwise directed, transportation and, if requested by Buyer, in-transit insurance charges will be prepaid and added to the invoice or separately invoiced; but by doing so, Caliber I.D. shall not thereby assume any liability in connection with the shipment. Title and risk of loss shall pass to Buyer upon delivery of the Product(s) by Caliber I.D. to the carrier. Claims for defective Product(s), shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer unless made in writing within 10 days after receipt of the Product(s). Failure to make such claim(s) within the time period specified herein shall constitute acceptance of the Product(s) by Buyer.