

LXE Warranties

(a) LXE Warranty.

LXE warrants, for a period commencing upon the Warranty Start Date and continuing for one year thereafter (the "Warranty Period") that, except as indicated on an LXE sales order acknowledgment as warranted by the original manufacturer, all Products sold to Customer hereunder shall be free from defects in materials and workmanship and shall perform substantially in accordance with the applicable specifications in the applicable documentation. For standard catalog Products, applicable specifications are those published by LXE in its current catalog or data sheet at the time of Product purchase. For Products manufactured to Customer's specifications, applicable specifications are those that have been made a part of these Terms and Conditions by mutual written consent of the parties. LXE's obligation to perform pursuant to the warranties provided in this Section is limited to undertaking all reasonable efforts to identify and correct any such defects and non-conformities with the specifications in any warranted Product returned to LXE's designated service location within the Warranty Period.

(b) Notification and Warranty Procedure.

If, in Customer's estimation, the Product is defective, Customer shall promptly notify LXE in writing of the nature of the defect. The address is LXE (UK) Ltd., 2 Bishops Court, Lincoln's Inn, Cressex Business Park, High Wycombe, Bucks, HP12 3RE. If the Product appears to be covered under the warranties provided in this Section, LXE will promptly provide a return authorization number and communicate shipping instructions to Customer. Products will be returned to LXE at Customer's expense. Collect shipments will not be accepted. Upon receipt, the Product will be examined and repaired without charge, provided such examination discloses, in LXE's reasonable judgment, that it is in fact defective. Should examination reveal that the Product is not defective, LXE will notify Customer and request shipping instructions. In this event, LXE will be due all shipping expenses it has incurred, as well as a reasonable charge for the examination. In the event that the examination reveals that the Product is defective, but for any reason is not covered under the warranties provided in this Section, LXE will prepare a failure analysis report and a quotation of the cost to repair, and communicate this information to Customer. Customer may then either authorize repair of the Product or direct that the defective Product be returned to Customer. In the latter event, LXE will be due all shipping charges it has incurred, as well as a reasonable charge for the examination of the Product and the preparation of the failure analysis report. LXE may, at its option, elect to correct any warranty defects by sending its supervisory or technical representatives, at LXE's expense, to Customer's site within the United Kingdom to make on-site corrections. The repair of Products damaged in transit to LXE's designated service location will be billed on a time and material basis. For Product that proves to be defective and covered under the warranties provided in this Section, LXE will repair or replace such Product within 10 days of its receipt. Services provided hereunder on a time and materials basis are warranted by LXE for a period of 30 days from the date such Services are provided.

(c) Remedy.

In the event LXE fails to correct any warranted Product defects or non-conformities, Customer's sole remedy is to receive a refund of the purchase price paid for the defective or non-conforming Product.

(d) Third Party Warranties.

For those Products identified on an LXE sales order acknowledgment as warranted by the original manufacturer, such original manufacturer's warranty applies solely.

(e) Limited Warranty.

LXE has no obligation under the warranties provided in this Section to correct any Licensed Software programming error(s) that do not significantly affect the use of the Products; however, such programming error corrections shall be made available from time to time to those Customers electing applicable LXE contract maintenance services. Further not covered under the warranties provided in this Section are services that are required due to (i) abuse, misuse, or abnormal conditions of operation, (ii) damage to the Products that is a result of the use of unapproved, non-LXE mounting devices, (iii) any damage to Customer's equipment or Products as a result of Customer connecting components that have not been purchased from LXE and/or inspected and approved by LXE for connection to the Products, (iv) unauthorized attempts by other than LXE personnel to install, repair, maintain or modify the Products or system, or (v) causes external to the Products, such as power surges or force majeure events such as accidents, acts of God, acts of nature, fire, flood or other similar causes beyond a person's control. Except for the express warranties stated in this Section, which are exclusive, LXE disclaims all warranties on products sold hereunder, including all implied warranties of satisfactory quality and fitness for a particular purpose and all warranties on services including the implied warranty of the exercise of reasonable skill and care.

(f) Batteries.

In accordance with the provisions of this Section, LXE warrants the batteries it sells hereunder for six months from the Warranty Start Date.