

ORBIS INTELLIGENT SYSTEMS LIMITED WARRANTY

Orbis Intelligent Systems LLC ("**Orbis**") warrants each of its products to be free from defects in material and workmanship for a period of three (3) years from the date of shipment, provided that such Orbis product was both: (1) under normal use and service and used for the purposes and under the conditions for which such Orbis product is intended; and (2) installed and maintained according to Orbis' instructions and applicable local codes. This warranty is non-transferable.

Orbis' obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any Orbis product is proven to have failed to conform to the above stated warranty, then Orbis, at its sole option, shall refund, repair, or replace the defective Orbis product. Orbis shall have the right to inspect the product for which a claim is made under this warranty. If Orbis requests such an inspection, then the purchaser must return the product to Orbis, at its own expense.

This warranty does not cover failure of any Orbis product caused by external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave. Purchaser shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD- PARTY RIGHTS. IN NO EVENT SHALL ORBIS BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. FURTHER, ORBIS HEREBY LIMITS ITS TOTAL LIABILITY TO THE VALUE OF THE ORBIS PRODUCT SOLD.