
PRODUCT WARRANTY STATEMENT

LIMITED WARRANTY: PERET products and software ("Products") are warranted in accordance with the applicable limited warranty below ("Warranty"). The Warranty is effective only upon payment in full for the Product(s) to be warranted, extends only to the original Buyer, and may not be transferred to third parties by operation of law or otherwise. The Warranty may be altered or terminated by PERET for future sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty or to assume for PERET any other liability in connection with its Products.

PERET Products and Software are delivering measurement values calibrated to PERET internal references. The Buyer is responsible for interpretation of values and decisions taken based on that values. A recalibration by Factory or Service Center in a 2 years' time frame is recommended.

PERET warrants **Products** manufactured by PERET against defects in materials and workmanship under normal use for a period of **2 years from date of invoice**, unless otherwise stated on the Product labeling and/or instructions.

Items not manufactured by PERET are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. PERET will not be liable for any damage or loss of any nature with respect to third party products or failure of any such supplier to perform under its warranty.

PERET warrants that the PERET **Software**, when properly installed, will perform substantially in accordance with the operational features of PERET published specifications at time of sale under normal use in accordance with PERET's product instructions for a period of **2 years from Invoice date** related to the current operating system version at sales time. The Buyer has free access to published Software upgrades downloadable from PERET web site for 12 month from Invoice date. The Buyer is responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for its systems and data. PERET does not warrant that the operation of any software, firmware or data archiving utilities will be uninterrupted or error free. PERET does not warrant the compatibility of the software with any third-party software other than the specified operating system. Buyer may not sublicense, distribute, rent, or otherwise provide or disclose any such Software, or any portion thereof, to any third party, or modify, adapt, copy, recast, alter, compile, decompile, translate, or create derivative works based on the software, or use the same for application development purposes.

Limited Remedy: Any breach of the foregoing warranties must be reported prior to expiration of the applicable warranty period, and Buyer's exclusive remedy and PERET's entire liability for such breach will be **repair or replacement**, at PERET's option, of the non-conforming product or part or, if neither is in PERET's opinion commercially feasible, **refund of an amortized portion of the purchase price** paid for the product. Replacement of products, parts, or software may be made by substitution of similar or upgraded products having the same or similar functionality. Service required beyond the normal scope of warranty or after expiration of the warranty period will be billable repairs, and PERET will charge its then-current rates and prices for parts, labor and transportation.

Exclusions: PERET's Warranty does not cover normal wear and tear (scratches, fading, etc.) or any defects or problems caused by the acts or omissions or accident or abuse or improper use of Buyer or third parties or other events beyond PERET's reasonable control. Buyer is responsible for compliance with applicable laws, regulations and requirements of government authorities pertaining to the purchase, installation, operation, use, resale, shipment, and/or disposition of Products and PERET makes no warranty regarding compliance with such requirements

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When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty.