



## **SPIDAR LIMITED WARRANTY**

NRG Systems (NRG) warrants to the original consumer only that the Products will conform to the Specifications and be free of material defects in materials and workmanship for a period of two years when deployed onshore, and one year when deployed offshore (the “Warranty Period”) from the date of original shipment to the original consumer. For the purposes of clarification, “onshore” deployment shall mean any deployment where the Product is situated and physically present on land and setback in excess of 500m from the coastline, and “offshore” shall mean any deployment other than “onshore” including, but not limited to oil rigs, ocean vessels, or buoys.

Any Products supplied by Seller but manufactured by others are warranted only to the extent of the manufacturer’s warranty. If a Product is determined to be defective in materials or workmanship, NRG will, at NRG’s option, repair, replace or refund the purchase price of the Product without charge. This warranty does not cover damage due to improper installation, integration, operation, maintenance, use, storage, accident, misuse, or damages due to lightning. This warranty also will not apply if any seal on any Product instrument or Product sensor is broken, if any cable has been severed, or the equipment was not adequately grounded.

To return a defective product, Buyer must obtain Seller’s written authorization in the form of a Return Material Authorization (“RMA”) number. Buyer must call NRG Systems at 1-802-482-2255 for an RMA number. Buyer must provide the serial number of the Product and the date of purchase. No Products will be accepted for warranty work without an RMA number. The product must be returned, postage prepaid, to NRG with a brief description of the problem, RMA number and a return address with phone number. Seller will return any repaired or replaced Products to Buyer at Seller’s expense.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. SELLER’S WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH MAY HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

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