



LIMITED WARRANTY

Effective April 1, 2014

1. **Material and Workmanship Limited Warranty** This Warranty extends only to the first owner of the Digitus hardware products sold by Digitus Biometrics, Inc., its affiliates, authorized resellers, or authorized country distributors. Digitus warrants that the products that you have purchased are free from defects in materials or workmanship under normal use during the Limited Warranty period. The Limited Warranty period starts on the date of purchase and extends for 365 days. If the Product does not conform to the Warranty, the customer must notify Digitus of the nonconformity. The notice must describe the location and nature of the nonconformity. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date. You may be required to provide proof of purchase as a condition of receiving warranty service.

During the Limited Warranty period, Digitus will, at its sole discretion, repair or replace any defective component of the Product with a replacement of Digitus' choosing that is the same or equivalent to your Digitus hardware product in performance. You will be required to ship the defective Product to Digitus, at your expense, within five (5) business days of making a warranty claim. Digitus will return the replacement device to you within (5) business days at the expense of Digitus Biometrics, Inc.

2. **Compliance Limited Warranty** This warranty extends only to the first owner of db ServerRack Products with biometric authentication, either at the cabinet level or at the end of a row of cabinets, sold by Digitus Biometrics, Inc., its affiliates, authorized resellers, or authorized country distributors ("Product"). During the Limited Warranty Period (defined in Section 1), or under the extended period provided under the db Infinity Program where the owner has purchased protection under the Infinity Program, Digitus warrants that the Product will comply with applicable governmental (including governmental regulatory agency) laws and regulations for server cabinet physical security. If during the Limited Warranty Period or, where applicable, under the db Infinity Program, the Product fails the physical security aspect of any governmental or regulatory audit, Digitus will refund the purchase price of the Product or ship a replacement product at the option of the Customer.

If the Product does not conform to the Warranty, the customer must notify Digitus in writing of the nonconformity. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date. You will be required to provide proof of purchase and evidence of audit failure as a condition of receiving this refund. You will be also be required to ship the defective Product to Digitus, at your expense, within ten (10) business days of making a warranty claim, and identify your election of refund or replacement. Provided that the Product is covered by this warranty, is defective as described herein, and Customer complies with all conditions within this Limited Warranty (including the return procedure), Digitus will provide the refund within thirty (30) days of a claim or, where the option is selected, ship a replacement device to you within (5) business days at the expense of Digitus Biometrics, Inc.

THE ABOVE WARRANTIES ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY DIGITUS FOR THE PRODUCTS. THEY SUPERSEDE ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS FOR THE CORRESPONDING EXPRESS WARRANTIES ABOVE.

This Warranty does not cover damage or defects resulting from or in any way attributable to: (i) neglect, abnormal use or misuse; (ii) intentional acts; (iii) unusual physical, electrical or electromechanical stress; (iv) alterations or modifications to the original manufactured product not made or approved by Digitus; (v) acts of nature; (vi) installation, use, maintenance, or repair of the Products, other than in accordance with the manufacturer's instructions; (vii) variations in color or grain, markings or irregularities in the plastic housings for the Products, or scratches or other similar damages to the appearance of the plastic surfaces or exposed parts as a result of use after purchase.

THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY. IN NO EVENT SHALL DIGITUS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR REPAIRS, OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, OR FROM DEFECTS IN THE PRODUCT.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.