

TENDRIL NETWORKS, INC.
STANDARD HARDWARE WARRANTY

1. General Terms

1 Tendril Networks, Inc (“Tendril”) warrants that Hardware is free from defects in materials and workmanship under normal use for a period of ONE (1) YEAR upon receipt of shipment at Customer’s location or a location designated by Customer. These warranties are governed and construed under the laws of the country or region in which the Product purchase took place.

2 If the Hardware does not function as warranted during the warranty period Tendril will, at no cost, and at its sole discretion (a) repair the Hardware, using new parts or parts equivalent to new in performance and reliability, or (b) exchange the product with one that is new or equivalent to new in performance and reliability and is at least functionally equivalent.

3 This document does not cover an Extended Hardware warranty which may be separately purchased. It also does not cover Software purchased from Tendril.

2. Exclusions and Limitations

2.1 This warranty applies only to the Hardware product manufactured by Tendril and purchased from Tendril. The warranty does not apply to any non-Tendril Hardware. Tendril does not warrant that the operation of the product will be uninterrupted or error-free.

2.2 This warranty does not cover the following:

- Failure resulting from defects, malfunctions, or failures caused by: improper installation, maintenance or use; accident; improper shipping; unsuitable physical or operating environment; water, fire, lightening, over-power damage, or other external causes.
- Failure resulting from attempted modification, service or repair not performed by Tendril or Tendril approved service provider. Opening the hardware product may cause damage that is not covered by the warranty.

2.3 This warranty is voided by the removal or alteration of identification labels on the Hardware or its parts.

2.4 If no defect is found or if Hardware failure resulted from an item that is not covered under warranty, the Customer will be subjected to shipping, handling and other applicable fees.

2.5 The Warranty period commences when products are physically received at the designated address as requested by the Customer.

3. Limitations of Warranty

THESE WARRANTIES ARE CUSTOMER’S EXCLUSIVE HARDWARE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR

ORAL EXPRESSED OR IMPLIED WITH RESPECT TO THE HARDWARE AND DOCUMENTATION, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO A SPECIFIC CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

4. Limitations of Liability

TENDRIL OR ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF TENDRIL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Tendril's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer for the Hardware. The foregoing limitations shall apply even if the above-stated warranty fails in its essential purpose. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS.