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Miscellaneous. This Agreement represents the complete agreement concerning this License and may be amended only by a written agreement executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

I HAVE READ AND UNDERSTOOD THIS LIMITED WARRANTY AND AGREE TO BE BOUND BY ALL OF THE TERMS.

For questions regarding this product warranty, please contact your Fourtec dealer, or Fourtec directly at:
support@fourtec.com

LIMITED WARRANTY



ALL ORDERS FOR AND USE OF THE Fourtec – FOURIER TECHNOLOGIES LTD. DATA LOGGER PRODUCT (hereinafter "**Product**") SUPPLIED DIRECTLY OR INDIRECTLY BY Fourtec – FOURIER TECHNOLOGIES LTD. ("**Fourtec**") AND ITS SUPPLIERS ARE AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY OPENING THE PACKAGE CONTAINING THE PRODUCTS AND/OR BY INSTALLING THE SOFTWARE HERewith AND/OR BY USING THE PRODUCT, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

[1]

License. Subject to payment for the Product, Fourtec hereby grants to you, and you accept, a personal, nonexclusive and fully revocable limited license to use the Product as described in the accompanying user documentation and only according to the terms of this Agreement. You may use the Product, solely as described in Fourtec's related documentation and the technical guide provided by Fourtec ("**Technical Guide**").

[2]

Prohibited Uses. The Product must be used and maintained in strict compliance with the instruction and safety precautions of Fourtec contained herein and/or the Technical Guide, in all supplements thereto and in any other written documents of Fourtec.

[3]

Maintenance and Support. Fourtec may provide certain support services in accordance with its policy. Fourtec has no obligation to provide upgrades, modifications, or new releases under this Agreement.

[4]

Limited Warranty. Fourtec warrants, for your benefit alone, that the Product will be substantially free from significant defects in materials and workmanship for a period of twelve (12) months after the date of delivery to you (the "Warranty Period").

THIS LIMITED WARRANTY DOES NOT COVER

- (I) SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO THE PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE
- (II) NON-Fourtec BRANDED ACCESSORIES WITH MISSING OR ALTERED SERVICE TAGS OR SERIAL NUMBERS
- (III) PRODUCTS FOR WHICH Fourtec HAS NOT RECEIVED PAYMENT
- (IV) BROKEN DISPLAYS

- (V) BREAKAGE CAUSES BY ABUSE, NEGLIGENCE, USE NOT IN ACCORDANCE WITH INSTRUCTIONS SUPPLIED BY Fourtec
- (VI) CONSUMABLES SUCH AS BATTERIES, CABLES, CARRYING CASES, CUVETTES, ELECTRODES, SENSOR ACCESSORIES, SOFTWARE CDS, STORAGE SOLUTIONS OR BUFFERS AND PRINTED USER GUIDES.

Dead on Arrival

Products failing within 30 days of delivery of Product to customer are deemed Dead on Arrival (DOA) and will be replaced by Fourtec at no extra cost.

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Shipping Charges. To the extent shipment is requested by you, shipment costs of product replacements under warranty will be split between Fourtec and the customer. Shipment costs of Products deemed DOA will be covered by Fourtec, both ways.

[6]

Warranty Disclaimer. Fourtec DOES NOT WARRANT THAT ANY OF ITS PRODUCT(S) WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT ALLOWED BY LAW, Fourtec EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO Fourtec’S DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to any part of the Product during the Warranty Period; if the Product is subjected to accident, abuse, or improper use or neglect; the Product has not been properly installed, operated, repaired or maintained in accordance with the instructions supplied by Fourtec (including if Product is repaired by any person other than Fourtec’s authorized representatives); the Product has been subjected to abnormal physical or electrical stress or problems with electrical power or problems caused by using accessories, parts, or components not supplied by Fourtec, or as a result of negligence or accident; or if you violate any of the terms of this Agreement, then the warranty in Section 4 above, shall immediately be terminated. The warranty shall not apply if the Software contained in this package is used on or in conjunction with hardware or program other than the unmodified version of hardware and program with which the Software was designed to be used as described in the Technical Guide.

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Limitation of Remedies. In the event of a breach of this warranty, Fourtec’s sole obligation shall be, at Fourtec’s sole discretion: (i) to replace or repair the Product, or component thereof, that does not meet the foregoing limited warranty, free of charge; (ii) to refund the price paid by you for the Product. Any replacement or repaired component will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Warranty claims must be made in writing during the warranty period and within seven (7) days of the observation of the defect accompanied by evidence satisfactory to Fourtec. All Products should be returned to the distributor from which they were purchased (if not purchased directly from Fourtec) and shall be shipped by the returning party with freight and insurance paid only after such return has been approved in advance by Fourtec. The Product or component thereof must be returned with a copy of your receipt.

[8]

Exclusion of Consequential Damages. The parties acknowledge that the Product is inherently complex and may not be completely free of errors. Fourtec SHALL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO YOU, OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (INCLUDING INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED TO AND/OR CONNECTED TO DELIVERY, INSTALLATION, USE OR PERFORMANCE OF THE PRODUCT AND/OR ANY COMPONENT OF THE PRODUCT, EVEN IF Fourtec HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[9]

Limitation of Liability. IN THE EVENT THAT, NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, Fourtec IS FOUND LIABLE FOR DAMAGES BASED ON ANY DEFECT OR NONCONFORMITY OF ITS PRODUCT(S), ITS TOTAL LIABILITY FOR EACH DEFECTIVE PRODUCT SHALL NOT EXCEED THE PRICE ACTUALLY PAID TO Fourtec FOR SUCH DEFECTIVE PRODUCT.

[10]

Termination. Your failure to comply with the terms of this Agreement shall terminate your license and this Agreement. Immediately upon termination of this License Agreement: (i) the license granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Software and other licensed Product(s); and (ii) you shall promptly return to Fourtec all tangible property representing Fourtec’s intellectual property rights and all copies thereof and/or shall erase/delete any such information held by it in electronic form.

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Governing Law & Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of Israel (except for conflict of law provisions) and only the courts in Israel shall have jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

[12]

Government Regulation and Export Control. You agree that the Product will not be shipped, transferred, or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Product is subject to certain export control laws, rules, and/or regulations, including, without limiting the foregoing, to the United States and/or Israeli export control laws, rules, and/or regulations. You undertake to comply in all respects with the export and re-export restriction as set forth herein and any update made thereto from time to time.

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