



## WARRANTY

In the event of a conflict between this document and the Baanto Terms and Conditions of Sale, the Terms and Conditions shall be the governing document.

Baanto warrants to Buyer that all Product delivered under these Terms (i) will materially comply with the specifications mutually agreed upon between Baanto and Buyer in writing or if none, the applicable published Baanto Data Sheet and (ii) will be free from material defects in material and workmanship under proper use, service and conditions for a period of three (3) years from the date of invoice. Mutually agreed upon specifications may include cosmetic criteria, however in the absence of such specifications, cosmetic criteria are not covered by this warranty. To the maximum extent permitted by and subject to applicable law, the foregoing warranty will not apply to any (i) Services performed, (ii) Products delivered as samples, prototypes, development kits or design verification units, or (iii) Licensed Software or Software Documentation (as defined in Section 7 of the Baanto Terms and Conditions of Sale) whether or not modified by Baanto, all of which are provided or sold by Baanto "AS IS," "WITH ALL FAULTS," and with no warranty whatsoever. In addition, to the maximum extent permitted by and subject to applicable law, Baanto will have no liability for any failure of any Product to conform with the foregoing warranty if such failure is caused by accident, abuse, misuse, neglect, alteration, improper installation, repair, improper testing, use contrary to any specifications for such Product or instructions issued by Baanto, or Baanto's compliance with any designs, specifications or instructions provided by or for Buyer (each of the foregoing, a "Disqualifying Cause").

(b) During the applicable warranty period, (i) Buyer must notify Baanto in writing within twenty (20) business days of discovery that a Product does not conform to the relevant specifications, include a detailed description of such nonconformance, define the number of units affected and request a Failure Analysis Authorization (FAA), (ii) Baanto shall respond to Buyer with a Failure Analysis Authorization to ship a specified number of the affected Product to the Baanto facility for inspection and test or Buyer will afford Baanto the opportunity to inspect and test such Product at Buyer's location, (iii) Within ten (10) business days of receipt of, or onsite inspection of, the affected Product, Baanto will notify Buyer in writing that such Product is either (a) a Valid Warranty Return as it does not conform to the relevant specifications and that the failure of such Product is not caused by a Disqualifying Cause or (b) that the Product meets the relevant specifications or was caused by a Disqualifying Cause and may not be returned under this warranty. For a Valid Warranty Return, Baanto shall provide Buyer with a production Returned Material Authorization (RMA) number and authorization to ship the specified number of the affected Product to the Baanto facility. Buyer shall return such Product to Baanto, DDP Baanto's facility (Delivered Duty Paid as defined in Incoterms 2000) accompanied by the Baanto RMA form. Baanto will, at its sole discretion, either repair, replace, or credit Buyer the purchase price of such Product. Buyer may not return any Product(s) to Baanto without a Baanto RMA number. Replacement Product(s), parts, and repairs are warranted for the remainder of the original Product's warranty period.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY REMEDY IN HEREIN CONSTITUTES BAANTO'S EXCLUSIVE LIABILITY AND OBLIGATION, AND BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY WARRANTY OR OTHER DEFECT OR NONCONFORMITY OF THE PRODUCTS COVERED BY THESE TERMS. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. BAANTO MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE. BAANTO DOES NOT EXTEND THE FOREGOING WARRANTY, AND BUYER MAY NOT TRANSFER IT, TO BUYER'S CUSTOMERS OR OTHER THIRD PARTIES. OTHER THAN AS PROVIDED WITH RESPECT TO BAANTO'S EXPRESS WARRANTY OBLIGATIONS IN THESE TERMS, BAANTO IS NOT LIABLE FOR ANY COSTS ASSOCIATED WITH THE REMOVAL, REPLACEMENT OR REPAIR OF ANY PRODUCT, INCLUDING LABOR, INSTALLATION, OR OTHER COSTS INCURRED BY BUYER.