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## **Calypso Control Systems 3-year Product Warranty Statement**

This Non-Transferable warranty is provided to original purchasing end user, herein referred as “customer, of Calypso Control Systems product line defined as: Pro I/O, ION-e, ION-LT, ION-LT2, UT-500, ION-4s, ION-8r, ION-16i, CW-1000, CA-500, CA-1000 and CA-1050, herein referred as “product”.

This warranty is applicable to product sold or distributed to customer by an authorized Calypso Control Systems Dealer, OEM, Value Added Reseller or sold directly to the end user by Calypso Control Systems, LLC. This warranty becomes effective from the moment the end user completes purchase and receives product. This warranty shall remain in effect for 3 years from the moment of purchase as long as the original customer of the product continues to own and use the product.

### **Terms**

Calypso Control Systems warrants that product shall be materially free of defects in material and workmanship under normal use and service during the warranty period. In the event that Calypso Control Systems receives notice from the customer during the warranty period that product does not conform to this warranty, Calypso Control Systems shall, at its sole option, either repair or replace the non-conforming product. The warranty on the replacement or repaired product shall continue for the duration of the original warranty. All returned product becomes the property of Calypso Control Systems.

### **Procedures**

A product may only be returned with the prior written approval of Calypso Control Systems. Such approval shall reference a Return Material Authorization number (RMA) issued by authorized Calypso Control Systems technical support personnel. Transportation costs, if any, incurred in connection with the return of a defective item to Calypso Control Systems shall be borne by the Customer. Transportation costs incurred in connection with the re-delivery of a repaired or replaced item to the Customer shall be borne by Calypso Control Systems. However, such costs shall be borne by the Customer if Calypso Control Systems, reasonably determines that the product is not defective. If Calypso Control Systems determines, in its sole discretion, that the allegedly defective product is not covered by the terms of the warranty provided hereunder, or that a warranty claim is made after the warranty period, the cost of repair by Calypso Control Systems, including all shipping expenses, shall be reimbursed by the Customer. Calypso Control Systems shall have no liability with respect to data contained in any system returned to Calypso Control Systems.

### **Exclusions**



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The foregoing warranties and remedies are for the Customer's exclusive benefit and are non-transferable. Any and all warranties shall be void regarding System components that are damaged or rendered unserviceable by: (1) acts or omissions of non-Calypso Control Systems personnel; (2) misuse, theft, vandalism, fire, water, or other peril; (3) alterations of or additions to the System or any element thereof performed by personnel not certified by Calypso Control Systems to perform such alterations and additions or (4) the Customer's failure to operate the product in conformance with Calypso Control Systems published operating parameters, including environmental specifications.

### **Disclaimer of Warranty**

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE LIMITED WARRANTIES REFERRED TO IN THE PARAGRAPHS ABOVE SHALL BE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE. CALYPSO CONTROL SYSTEMS, LLC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

TO THE EXTENT ALLOWED BY APPLICABLE LAW, CALYPSO CONTROL SYSTEMS, LLC AND ITS SUPPLIERS EXCLUDE THEMSELVES FROM ANY LIABILITY FOR ANY LOST REVENUE OR PROFIT, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND CAUSED OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF CALYPSO CONTROL SYSTEMS, LLC AND ITS AUTHORIZED RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CALYPSO CONTROL SYSTEMS, LLC OR ITS SUPPLIER'S TOTAL LIABILITY TO THE CUSTOMER, WHETHER IN CONTRACT NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EXCEED THE PRICE PAID BY THE CUSTOMER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO ANY CLAIMS FOR PERSONAL INJURY