Wireless LAN Application Development Kit Warranty

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT CUSTOMER RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO THIS LIMITED WARRANTY.

Limited Hardware Warranty. Adya Systems & Software Pvt. Ltd. ("Adya Systems") warrants solely to the purchaser that the hardware components of the Wireless LAN Application Development Kit (the "Kit") will be free from defects in materials and workmanship under normal use for a period of 30 days from the date of shipment. This limited warranty does not cover losses or damages which occur in shipment to or from Buyer and does not extend to any components which have been subjected to misuse, neglect, accident, or improper installation or application. Adya Systems entire liability and the purchaser's sole and exclusive remedy for the breach of this Limited Hardware Warranty shall be, at Adya Systems option, when accompanied by a valid receipt, either (i) repair or replacement of the defective components or (ii) upon return of the defective Kit, refund of the purchase price paid for the Kit. **EXCEPT FOR THE LIMITED HARDWARE WARRANTY SET FORTH ABOVE, ADYA SYSTEMS AND ITS LICENSORS PROVIDE THE HARDWARE ON AN "AS IS" BASIS, AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This warranty gives you specific legal rights as applicable in India.

Dead On Arrival (DOA) Product: System Failure Out of the Box
The Kit is considered DOA if it shows symptoms of a hardware failure, preventing basic operability, upon its first use out of the box. If you believe that your product is DOA, please call Adya Systems Technical Support at +91 11 41602431 within 15 calendar days of the invoice date. Adya Systems reserves the right to test returned DOA product. If the condition of the product is misrepresented by the customer, Adya Systems may impose a $400 handling fee. If no complaints of DOA is received within 15 calendar days from date of invoice, the product is deemed accepted as having been received in working condition.

To request limited warranty service, Customer must contact Adya Systems Customer Technical Support within the limited warranty period. Customer agrees to provide Adya Systems the following information: (i) Product model; (ii) Product serial number; (iii) description of problem or reason for coverage; and (iv) such other information as Adya Systems may request. If limited warranty service is required, Adya Systems will issue a Return Material Authorization ("RMA") Number. Once Customer has received an RMA number, Customer must ship the products back to Adya Systems in their original or equivalent packaging, include the RMA number, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Adya Systems will ship the repaired or replacement products to Customer, shipping charges to be paid by

Customer. Adya Systems owns all parts removed from repaired products. Adya Systems uses new and reconditioned parts made by Adya Systems and/or various manufacturers in performing limited warranty repairs and building replacement products. If Adya Systems repairs or replaces a product, the Warranty Period is not extended.

EXCLUSIONS:
This warranty excludes all costs of shipping, customs clearance, and related charges outside the India. This warranty does not apply to any components which Adya Systems determines, upon inspection, have become defective, damaged or nonconforming due to external causes, including accident, abuse, mishandling, misuse, alteration, negligence, normal wear and tear, improper installation by a party other than Adya Systems, problems with electrical power, use which is not in accordance with the information and precautions described in the applicable end user manual and/or documentation, service by a party other than Adya Systems, failure to perform required preventive maintenance, problems caused by use of parts or components not supplied by Adya Systems, or other causes beyond Adya Systems control. This warranty extends to Buyer only and not to Buyer's customers or users of Buyer's products and is in lieu of all other warranties whether express, implied or statutory implied warranties of merchantability or fitness. Kit once out of box, and worked properly, the Kit is no longer eligible for warranty.

Limitation of Liability. IN NO EVENT SHALL ADYA SYSTEMS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES (WHETHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) IN EXCESS OF THE PRICE ACTUALLY PAID BY YOU TO ADYA SYSTEMS FOR THE KIT, REGARDLESS OF UNDER WHAT LEGAL THEORY, TORT, OR CONTRACT SUCH DAMAGES MAY BE ALLEGED (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, DAMAGES, OR LIABILITIES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR FOR INJURY TO PERSON OR PROPERTY) ARISING OUT OF THE USE OR INABILITY TO USE THE KIT, EVEN IF ADYA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

All disputes are subject to the sole and exclusive jurisdiction of competent courts and forums in Delhi/New Delhi, India only.

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