JNIOR LIMITED WARRANTY

NOTICE TO USERS

THE JNIOR, A PRODUCT OF INTEG PROCESS GROUP, INC. (“INTEG PROCESS GROUP”), IS A MICROPROCESSOR CONTROL DEVICE INTENDED TO BE UTILIZED WITH A CUSTOMER’S NETWORK TO MONITOR AND/OR CONTROL DEVICES AND/OR PROCESSES VIA REMOTE LOCATIONS. IN ORDER TO PREVENT INJURY TO PERSON OR PROPERTY, IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO INCORPORATE IN THE CUSTOMER’S SYSTEM, REDUNDANT PROTECTIVE MECHANISMS AND SAFEGUARDS APPROPRIATE FOR THE RISK INVOLVED. CUSTOMER IS SOLELY RESPONSIBLE FOR THE PROPER INSTALLATION AND USE OF THE JNIOR.

HARDWARE WARRANTY

The JNIOR product (“product”) is warranted by INTEG process group, to the original purchaser, to be free of defects in materials and workmanship, under normal use, for a period of two (2) years from the date of original purchase. If during the warranty period, the product is proven to be defective, INTEG process group’s sole obligation under this express warranty shall be, at INTEG process group’s option and expense, to replace the product or part with a comparable product or part with no charge for parts and labor, repair the product or part with no charge for parts and labor, or if neither repair nor replacement is reasonably available, INTEG process group may, in its sole discretion, refund to Customer the purchase price paid for the product or part. Replacement products or parts may be new or reconditioned. INTEG process group warrants any replaced or repaired product or part for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer. All products or parts that are replaced become the property of INTEG process group. INTEG process group shall not be required to install, or be responsible for the costs associated with the installation of, the replaced or repaired product or part.

SOFTWARE WARRANTY

INTEG process group warrants to Customer that the JNIOR software (“software”) licensed from it will perform in substantial conformance to their product specifications for a period of two (2) years from the date of original purchase from INTEG process group. Any software upgrades that may be made available by INTEG process group shall be available to Customer via CD, E-Mail, and/or INTEG process group’s website at www.integcs.com with no charge to Customer. INTEG process group will charge Customer the then-current published price of such product or part. INTEG process group does not provide any warranty for any custom application software developed by the Customer or any other third-party application software that is licensed to Customer by the third party. In the event that the JNIOR software as originally provided to customer, and any upgrades that may be made available by INTEG process group, shall fail to perform in substantial conformance to the product’s specifications, then INTEG process group’s sole obligation with respect to this express warranty shall be to refund the purchase price paid by Customer for the product. INTEG process group makes no warranty or representation that its software will meet Customer’s requirements or will work in combination with any hardware or application software added or developed by the Customer or provided by third parties, that the operation of the software will be uninterrupted or error free, or that all defects in the software will be corrected.

THIS INTEG PROCESS GROUP PRODUCT MAY INCLUDE OR BE BUNDLED WITH THIRD PARTY SOFTWARE, THE USE OF WHICH IS GOVERNED BY A SEPARATE END USER LICENSE AGREEMENT. THIS INTEG PROCESS GROUP WARRANTY DOES NOT APPLY TO SUCH THIRD PARTY SOFTWARE FOR THE APPLICABLE WARRANTY. PLEASE REFER TO THE END USER LICENSE AGREEMENT GOVERNING THE USE OF SUCH SOFTWARE OR THE ACCOMPANYING DOCUMENTATION RELATING TO SUCH SOFTWARE.

OBTAINING WARRANTY SERVICE

Customer must contact INTEG process group within the applicable warranty period to obtain warranty service. Dated proof of original purchase from INTEG process group will be required. In the United States, INTEG process group may ship a replacement product or part prior to receiving the original product or part (“advance exchange”). If advance exchange is not available, then the repaired product or part will be shipped as soon as reasonably possible, which will be no later than thirty (30) days after INTEG process group receives the original product or part. Repaired or replacement products will be shipped to Customer at INTEG process group’s expense. INTEG process group shall not be required to install, or be responsible for the costs associated with the installation of, the replaced or repaired product or part.

Products or parts shipped by Customer to INTEG process group must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured and sent by a method that provides for tracking of the package. When an advance exchange is provided and Customer fails to return the original product or part to INTEG process group within thirty (30) days from the date the replacement product or part is shipped to Customer, INTEG process group will charge Customer the then-current published price of such product or part.

WARRANTIES EXCLUSIVE

IF THIS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER’S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR PART OR REFUND OF THE PURCHASE PRICE PAID, AT INTEG PROCESS GROUP’S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS,
OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. INTEG PROCESS GROUP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

INTEG PROCESS GROUP SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLECT, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR, OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS OR ACTS OF GOD. THIS WARRANTY DOES NOT COVER PHYSICAL DAMAGE TO THE SURFACE OF THE PRODUCT. THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM THE USE OF THIS PRODUCT IN CONJUNCTION WITH ACCESSORIES, OTHER PRODUCTS, OR ANCILLARY OR PERIPHERAL EQUIPMENT AND INTEG PROCESS GROUP DETERMINES THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF.

LIMITATION OF LIABILITY

TO THE FULL EXTENT ALLOWED BY LAW, INTEG PROCESS GROUP ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THIS PRODUCT, EVEN IF INTEG PROCESS GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT INTEG PROCESS GROUP'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights, which may vary depending on local law.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles.