

Clavister Standard Hardware Warranty

Clavister Products

1. Preamble

This document is to inform you as customer to the Clavister Security Gateway Series product regarding Clavister Standard Hardware Warranty. Please read carefully and contact Clavister at the contact information given below should you have any questions.

2. Warranty

Clavister warrants to the customer of the Clavister Security Gateway Series product that the Hardware components will be free from defects in material and workmanship when used in accordance with the applicable user documentation for a period of two (2) years from the Start Date (as defined below) ('**Warranty Period**'). The warranty will only apply to failure of the hardware if Clavister is informed of the failure not later than two (2) years from the "Start Date" or thirty (30) days after that the failure was or ought to have been noticed by the customer.

Start Date means the earlier of Product registration or ninety (90) days following shipment from Clavister.

Any replacement or repaired Hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

3. RMA Procedure

Warranty services may be obtained by contacting Clavister within the applicable Warranty Period, and requesting a Return Material Authorization ('**RMA**') number as further described in section 5: RMA Request Form.

If the product in question has not been registered with the Clavister client web pages, then a proof of purchase (such as a copy of the dated purchase invoice) must be provided. If the customer's circumstances require special handling of warranty correction, then at the time of requesting the RMA number, the customer may also propose special procedures as may be suitable to the case.

After an RMA number is issued, the defective product must be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit, and the RMA number must be clearly marked on the outside of the package. The package must be mailed or otherwise shipped to Clavister with all costs of mailing/shipping/insurance prepaid. Clavister shall not be responsible for any of the customer's loss or damages associated with software, firmware, information, or memory data contained in, stored on, or integrated with any product returned to Clavister pursuant to this warranty.

Upon receipt of the defective product with RMA number contained, Clavister will within forty-five (45) working days send the repaired product or replacement to customer.

Whereas, should customer have purchased Clavister Hardware Replacement Service, a refurbished replacement product or a brand new replacement product

with substantially similar functionalities or capacity to the product in question will be dispatched to customer the next business day counting from the issuance of the RMA.

Any product returned to Clavister without an RMA number will not be accepted. Such product will be shipped back to the customer at the customer's expense.

4. Remedies

Clavister's entire liability according to this Warranty shall be, at Clavister's option, either return of the price paid, or repair or replacement of the Hardware that does not meet Clavister's limited warranty and which is returned to Clavister with a copy of your receipt.

5. RMA Request Form

To initiate the RMA process for a Clavister product and obtain an RMA number for warranty service and, customer shall fill in the RMA Request Form.

Should such Form not be available, customer shall contact Clavister HQ at the following address:

Clavister AB
RMA REQUEST
Sjögatan 6J, SE-891 60 ÖRNSKÖLDSVIK
SWEDEN

6. Limitation to Warranty

The Service will not apply to Hardware components from which a) serial numbers have been removed, or b) warranty seal has been broken, or c) to defects resulting from unauthorized modification, operation or storage outside the environmental specifications for the product, or d) in-transit damage, or e) improper maintenance, or f) defects resulting from use of third-party software, accessories, media, supplies, consumables or such items not designed for use with the product, or g) any other misuse.

7. Limited Liability

UNDER NO CIRCUMSTANCES SHALL CLAVISTER OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OF ANY CHARACTER (E.G. DAMAGES FOR LOSS OF PROFIT, SOFTWARE RESTORATION, WORK STOPPAGE, LOSS OF SAVED DATA OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) RESULTING FROM THE APPLICATION OR IMPROPER USE OF THE CLAVISTER PRODUCT OR FAILURE OF THE PRODUCT, EVEN IF CLAVISTER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, CLAVISTER WILL NOT BE LIABLE FOR THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES. CLAVISTER WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT CLAVISTER RECEIVED FROM THE END-USER FOR THE PRODUCT.

8. Disputes and governing law

Any and all matters related to the Standard Hardware Warranty shall be governed by Swedish law, without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with this Standard Hardware Warranty shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce ("the Institute") unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply.

The arbitration proceedings shall, unless otherwise agreed, be conducted in the English language and shall take place in Stockholm, Sweden.