SONOPLOT'S LIMITED WARRANTY

HARDWARE. SonoPlot, Inc. ("SonoPlot") manufactures its Microplotters ("Hardware") from parts and components that are new or equivalent to new in accordance with industry-standard practices. SonoPlot warrants that the Hardware it manufactures will be free from defects in materials and workmanship. The limited warranty term is one year beginning on the date of invoice, as further described in the following text.

This limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by SonPlot, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by SonoPlot

This limited warranty does not cover the following categories of items: software or accessories or parts added to Hardware after the system is shipped from SonoPlot;

During the one-year period beginning on the invoice date, SonoPlot will repair or replace products returned to SonoPlot's facility. To request limited warranty service, you must contact SonoPlot within the limited warranty period. If limited warranty service is required, SonoPlot will issue a Return Material Authorization Number. You must ship the products back to SonoPlot packaged appropriately for safe shipment, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. SonoPlot will ship the repaired or replacement products to Customer freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

SonoPlot does not accept liability for lost data or software.

SonoPlot owns all parts removed from repaired products. SonoPlot uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. SonoPlot warrants all repaired or replaced Hardware for the longer of either a period of ninety (90) days from shipment, or until the end of the original warranty. SonoPlot shall not be responsible for Customer's software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to SonoPlot for repair, whether under warranty or not. If failure of the Hardware was not a result of a defect in materials or workmanship, SonoPlot reserves the right to charge Customer for time and materials at SonoPlot's then-current labor rate, and return shipping charges.

SOFTWARE. See SonoPlot's End User License Agreement for software warranty and disclaimers and exclusions.

DISCLAIMER OF WARRANTY BY SONOPLOT: SonoPlot represents and warrants that any Hardware that it provides to Customer under this Agreement was created and fixed in accordance with generally accepted industry standards of care and competence. Customer's sole and exclusive remedy (and SonoPlot's sole and exclusive liability) under this limited warranty shall be to either (a) deliver new Hardware or parts, or (b) provide Customer with a refund, as solely determined by SonoPlot. UNDER NO CONDITION OR CIRCUMSTANCE SHALL SONOPLOT'S LIABILITY TO CUSTOMER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SONOPLOT FOR THE HARDWARE OR PARTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SONOPLOT DISCLAIMS ALL OTHER REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER'S SOLE REMEDY FOR BREACH OF WARRANTY ARE STATED ABOVE. Any action by Customer against SonoPlot for SonoPlot's alleged breach of the terms and conditions of this warranty must be commenced within 12 months following the date of such alleged breach.

FURTHER LIABILITY LIMITATION: TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW,

SONOPLOT FOR ITSELF AND DEALERS AND AGENTS SHALL NOT HAVE ANY LIABILITY FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SONOPLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SONOPLOT LIMITS ITS LIABILITY TO EITHER (A) DELIVER NEW HARDWARE OR PARTS, OR (B) PROVIDE CUSTOMER WITH A REFUND AS SOLELY DETERMINED BY SONOPLOT. CUSTOMER UNDERSTANDS THAT ANY RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE GOODS AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK. Some jurisdictions do not allow the exclusion of implied warranties, so the forgoing exclusion may not apply Customer.

MISCELLANEOUS: Modifications to this Agreement may be made only in writing, signed by an authorized corporate officer of SonoPlot. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, excluding (a) its conflict of law rules that would result in the application of the laws of any other jurisdiction; and (b) the United Nations Convention for the International sale of Goods. The federal and state courts located in Madison Wisconsin shall have exclusive jurisdiction with respect to any dispute rising under this Agreement. In any legal action commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses. In the event that any provision of this Agreement or portion thereof is found to be illegal or unenforceable, the Agreement shall construed without the unenforceable provision or portion thereof.