

STANDARD WARRANTY

Seller warrants to original equipment manufacturers, distributors and industrial and commercial users of its products that each new product manufactured or supplied by Seller shall be free from defects in materials and workmanship. Seller's sole obligation under this warranty is limited to furnishing without additional charge a replacement for, or at its option, repairing or issuing credit for any product which shall be returned freight prepaid to the plant designated by Seller and which upon inspection is determined by Seller to be defective in materials or workmanship. Complete information as to operating conditions and machine set-up must accompany any product returned for inspection.

The period of the warranty shall be one year from the date of purchase for newly manufactured products. For reconditioned products and repairs to out-of-warranty products, the warranty period shall be 90 days from the date of repair.

The provisions of this warranty shall not apply to any product which has been subjected to misuse, improper operating conditions, machine set-up, or which has been repaired or altered. Seller makes no warranty that its products are fit for the use or purpose to which they may be put by the buyer, whether or not such use or purpose has been disclosed to Seller in specifications or drawings previously or subsequently provided seller, and whether or not seller's products are specifically designed and/or manufactured for this purpose. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole liability on any such claim of any kind, whether in contract, tort or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery or use of the products sold hereunder shall in no case exceed the cost of replacement or repairs as provided herein. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. There are no other warranties, expressed or implied, made by Seller except the warranty against defects in materials and workmanship set forth above and neither assumes nor authorizes any other person or Firm to assume for it any other obligations or liability in connection with its products.

PROPRIETARY RIGHTS

Seller will retain all copyright and other proprietary rights to the product and any additional custom work. The Buyer shall respect the proprietary rights of Seller and shall take measures to prevent unauthorized disclosure of information relating to the product and any additional custom design work. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of the Seller. Seller shall have the right and authority to use, sell, market, research, and utilize for any other purpose at its sole discretion said product and custom design work without notification or any liability whatsoever, including but not limited to monetary remuneration, to the Buyer.

See Back of page for Return and Field Service Policies on Warranty or Non-Warranty Repairs.

3700 Singer Blvd NE Ste A Albuquerque, NM 87109 505-299-6623 Fax: 505-298-2072

www.sagebrushtech.com

RETURNING GOODS PROCEDURE

Claims for incorrect or defective materials must be received in writing within thirty (30) days from delivery at Buyer's place of business. No units or systems may be returned, in or out of warranty, without first obtaining a return authorization number from the seller, and no claim will be allowed nor credit given for units or systems returned without such approval. When requesting a return authorization, the Buyer must provide a written statement that the units or systems have not been exposed to pathogens or hazardous materials. Where the units or systems have been exposed to pathogens or hazardous materials, it is the responsibility of the Buyer to decontaminate the equipment prior to its return. The request for return authorization must be accompanied by a certification that the unit has been cleaned and decontaminated. In addition, Material Safety Data Sheets must be provided for all hazardous materials to which the unit or system has been exposed. After approval from Seller, the defective system or unit is to be returned to the factory with a written statement of the problem and transportation prepaid (no C.O.D. or collect freight shipments will be accepted). After Seller's in-plant examination, warranty or out-of-warranty status will be determined. If upon examination of such unit or system, warranted defects exist, then the unit or system will be repaired at no charge and shipped prepaid back to the Buyer via common carrier. If an out-of-warranty situation exists, the Buyer shall be notified of the repair cost immediately. At such time, the buyer must issue a purchase order to cover the cost of the repair or authorize the unit or system to be shipped back as is, at the Buyer's cost.

All items repaired shall be warranted for the specific repair for 60 days or the expiration of the original warranty period, whichever is greater.

FIELD SERVICE POLICY

If the system or unit cannot be made functional by no-charge telephone assistance or purchased replacement parts, and cannot be returned to the Seller's factory for repair, then the following field service policy will apply:

Seller will provide an on-site field service representative in a reasonable amount of time, provided that the Buyer issues a bona fide purchase order to Seller covering all transportation and subsistence costs and the prevailing cost per hour (eight-hour minimum) including travel time necessary to complete the repair, regardless of warranty determination. If the Seller's field service representative determines during his on-site repair that the system or unit's problem is not warranty-related, then the prevailing service charge per hour (eight-hour minimum) shall be assessed against the issued purchase order.