

WARRANTY

RAPISCAN SECURITY PRODUCTS INC., (RAPISCAN) WARRANTS THE FURNISHED EQUIPMENT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE, WHEN USED FOR THE PURPOSE FOR WHICH THE UNIT WAS DESIGNED, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE OF DELIVERY, UNLESS OTHERWISE STATED IN AN AGREEMENT WITH RAPISCAN. RAPISCAN WILL REPLACE ANY DEFECTIVE COMPONENTS OR ASSEMBLIES DURING THE WARRANTY PERIOD. RAPISCAN WILL SERVICE THE EQUIPMENT AT THE AGREED UPON LOCATION AND WILL PAY FREIGHT CHARGES FROM RAPISCAN'S MANUFACTURING FACILITY TO THE CUSTOMER'S FACILITY COVERING THE RETURN OR REPLACEMENT OF THE WARRANTED EQUIPMENT. SUCH WARRANTY SERVICE DOES NOT ASSURE UNINTERRUPTED OPERATION OF THE WARRANTED EQUIPMENT.

THIS WARRANTY SHALL NOT APPLY (1) IF THE FAILURE OF ANY ITEM TO SATISFY SUCH WARRANTY IS DUE TO ACCIDENT, NEGLIGENCE, MISUSE, FAILURE OF ELECTRICAL POWER, TRANSPORTATION OR CAUSES OTHER THAN ORDINARY USE; (2) IF ANY PERSON OTHER THAN A RAPISCAN REPRESENTATIVE OR A PERSON AUTHORIZED BY RAPISCAN SHALL MODIFY, ADJUST OR REPAIR SUCH UNIT OR PERFORM ANY MAINTENANCE SERVICE ON IT.

EXCEPT, AS MAY OTHERWISE BE STATED IN AN AGREEMENT WITH RAPISCAN, RAPISCAN MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT COVERED HEREUNDER OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT THERETO, EXPRESSED OR IMPLIED.

RAPISCAN SHALL NOT BE LIABLE TO THE CUSTOMER OR USER FOR LOSS OF PROFIT OR OTHER FINANCIAL LOSS RESULTING IN THE LOSS OF BUSINESS WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF ANY EQUIPMENT FOR ANY PURPOSE OR ANY USE THEREOF, OR BY ANY DEFICIENCY OR DEFECT THEREIN OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE USE OF THE EQUIPMENT.