

Limited Warranty Certificate

Arad's standard products (the "Products") are sold to Customer and are purchased by Customer under the terms of warranty set forth herein below:

- Arad warrants that the Products shall, under conditions of normal use and when properly installed, administered, applied and maintained, be free from defects in material and workmanship (the "Warranty"), for a period of 12 months following delivery thereof to Customer (the "Warranty Period").
- Arad's sole obligation and liability under the Warranty shall be limited to the replacement, the repair or the refund of the original purchase price, at Arad's sole discretion, of any defective Products which are proven not to conform to the Products' specification and which are returned to the factory or service center designated by Arad during the Warranty Period by the Customer after completing a failure report. All provided that written notice of such defect is given by the Customer to Arad within 21 days after discovery thereof. Freight cost to such factory or service center will be paid by the Customer and freight cost from such factory or service center to Customer will be paid by Arad.
- Arad will not be responsible for and will have no obligation under the Warranty to any non-conformity of the Products, caused, in whole or in part, as a result of misuse, abuse, tampering with or modification of any of the Products and/or by accidents, fault or negligence, improper administration, application and/or use, installation, service, repair and/or maintenance of the relevant Products, by act of vandalism or by any causes whatsoever (including but not limited to environmental conditions) that are external thereto.
- The foregoing warranty is a limited warranty and is exclusive and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose and shall constitute the Customer's sole and exclusive remedy with respect thereto. Replacement or repair in the manner provided above will constitute fulfillment of all of Arad's obligations with respect to the quality and performance of the products. No dealer, distributor, agent or employee of either Arad or customer is authorized to modify these warranties. Such modification shall be null and void and shall not bind Arad for any and all purposes.
- Except and to the extent provided under the warranty, in no event shall Arad be liable, whether in contract, tort or otherwise, for any damages, whether direct or, indirect, consequential, incidental, special or punitive, resulting from any defect in the products, including, without limitation, loss of profits, business, income, anticipated savings, goodwill or other commercial loss, even if Arad had been advised of the possibility of such damages, except to the extent that such liability may not lawfully be excluded.
- Customer shall be solely responsible for the selection, use, efficiency and suitability of the Products.