

Warranty Certificate, Hardware and Software

HARDWARE

Qualisys AB provides this warranty to protect its customers from defects in product workmanship or product materials. This warranty covers all products manufactured by Qualisys AB.

Qualisys AB warrants that the equipment purchased will be free from any defects in material and/or workmanship under normal operating conditions. The period for warranty is stated in your warranty agreement. Qualisys AB's responsibility under this warranty shall be limited to the repair or replacement (at Qualisys AB's option) of defective equipment at no cost to the buyer, except for transportation.

Qualisys AB will perform warranty service by: (1) sending replacement parts with appropriate installation instructions to the buyer, the buyer returning his defective part to Qualisys AB; or (2) repairing the product at a Qualisys AB repair facility after it has been returned freight prepaid; or (3) at the buyer's request, dispatch a service representative to the buyer's facility. The buyer shall pay Qualisys AB's travel and living expenses as well as travel time.

Equipment or parts that are to be returned to Qualisys AB must be issued a Return Authorization number. This number can be obtained by contacting the Qualisys AB Service Department. Should the subsequent inspection reveal that the parts were not defective, all expenses incurred by Qualisys AB shall be charged back to the buyer. Defective equipment that is replaced shall become the property of Qualisys AB.

Defective products or parts will be repaired with new or like-new parts. Replacement parts, service workmanship, used equipment, and refurbished equipment are warranted for a period of 90 days after shipment from Qualisys AB, or for the remainder of the current warranty period, whichever is longer.

The above warranty applies only to equipment that is an integral part of a Qualisys AB manufactured product. It does not apply to peripheral equipment manufactured by others such as force plates, computers, tripods, etc. In such cases, the warranty of the original manufacturer will apply.

In addition, warranty service does not include or apply to any product or part which, according to Qualisys AB's judgment:

1. Has been repaired by others, improperly installed, altered, modified, or damaged in any way.
2. Malfunctions because the customer has failed to perform maintenance, calibration checks or good operating procedures.
3. Is expendable or consumable (such as markers, fuses, batteries, and filters) if such items were operable at the time of initial use.
4. Requires replacement because of decomposition due to chemical action.
5. Fails because of poor facility, operating conditions or utilities.

The warranty period begins at the date of shipment from Qualisys AB. Further information and conditions regarding warranty for the hardware is provided in the hardware documentation supplied to the buyer upon purchase of the hardware.

SOFTWARE

This warranty covers any software developed by Qualisys AB. For the avoidance of doubt it does not cover any third party software included in Qualisys AB's license. The software is provided "as is". Qualisys does not warrant that the functions contained in the software will meet the buyer's or its' customers' requirements or that the operation will be uninterrupted or error free.

Qualisys AB warrants for the sole benefit of buyer that, if properly used by buyer in accordance with the terms and conditions of the license agreement, Qualisys AB's instructions and the software documentation, that the software, except for defects or nonconformities causing minor deviations, shall achieve the functionality described in the software documentation in effect at the date of shipment of the software and for a period stated in the contract of sale.

Qualisys AB reserves the right to conduct tests in such form and manner as it may deem appropriate to substantiate or correct any claimed non-conformance of the software.

Qualisys AB's sole obligation under this warranty shall be to supply the buyer with a corrected version of the software. If the buyer fails to give Qualisys AB prompt notice of a failure, and the failure causes further deterioration in the performance of the software, Qualisys AB shall not have any obligation to correct the failure.

The above described warranty applies provided that:

1. the buyer has not used the software in an incorrect or negligent manner.
2. the defect is not caused by hardware, software, data, documentation or other equipment which has not been delivered by Qualisys AB.
3. the buyer has used the latest, updated and upgraded version of the software provided by Qualisys AB at Qualisys AB's own discretion.
4. the software has not been modified or used in a way deviating from its intended purpose.

GENERAL

It is a precondition of Qualisys AB's warranty for its software and hardware that the buyer promptly notifies Qualisys AB in writing, or in a manner requested by Qualisys AB from time to time, upon discovery of any such non-conformance of the software and hardware as described above.