

Document Control

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Warranty Statement

Matrix Comsec Pvt. Ltd. (Matrix) warrants to its consumer purchaser any of its products to be free of defects in material, workmanship and performance for a period of 14 months from date of invoice or 12 months from the date of installation whichever is earlier.

Product Registration:

- When the product is installed, please register it at <http://www.matrixcomsec.com/>
- Matrix assumes that the customer agrees with the warranty terms even when product registration is not done

Terms & Conditions:

- a. Matrix does not warrant that the functions contained in any software and firmware programs will satisfy particular purpose or requirements, or that the operation of this program will be uninterrupted or error free.
- b. Notwithstanding anything herein above to the contrary, any third-party developed and licensed software that is not branded by MATRIX as a MATRIX Product or any non-MATRIX developed software that is included with a Product in an unmodified condition under license from a third-party is not warranted by MATRIX and carries only the warranty of the licensor.
- c. MATRIX shall incur no liability under this Warranty and MATRIX may void this Warranty upon the occurrence of one of the following: (a) the Product is not used under normal use; (b) the Product is not properly serviced by certified technicians or maintained under proper environmental conditions; (c) the Product is subject to abuse, misuse, errors, omissions, negligence, accident, vandalism or theft; (d) damage to the Products by flooding, fire, lightning, power surges, "dirty" power, or acts of God; (e) the Product is modified or altered without written authorization from MATRIX, (f) anyone other than MATRIX fails to follow specific restrictions in operating instructions; (g) payment for Product has not been timely made; or (h) the Product is installed or used in combination or in assembly with products that (1) are not supplied or authorized by MATRIX, (2) are not compatible with or are of inferior quality, design or performance to the Products or (3) causes a diminution or degradation in functionality; (i) the Product is received improperly packed or physically damaged; (j) the Product is damaged due to use without designated protections
- d. With regard to defective Products or components thereof, MATRIX will, at its election, either, repair and/or replace the alleged defective Product, or grant a reimbursement credit for the defective Product. Parts repaired or replaced will be under warranty throughout the remainder of the original warranty period only. With regard to a software program design defect, to the extent it prevents the program from providing specified functionality or operating as intended by MATRIX and prevents beneficial use of the Product, MATRIX will use its best efforts to devise a suitable corrective solution to the problem within a reasonable period of time. Should said action, however, not substantially resolve the problem, then MATRIX reserves the right to incorporate such

solution into a new release of Software. The above constitutes the sole obligation of MATRIX and the exclusive remedy of partner under this Warranty, or any other legal obligation of MATRIX with respect to any Product.

- e. The responsibility of MATRIX to honour the Warranty is predicated on receiving timely written notice of the alleged defect(s) with as much specificity as is known within thirty calendar days of the malfunction or by the expiration of the warranty period, whichever occurs first. MATRIX shall have the right to inspect and test the Product to determine, in its reasonable discretion, if the alleged malfunction is due to defects in material or workmanship caused by MATRIX. Unless waived by MATRIX, purchaser agrees to return (prepaid) the allegedly defective Product or component to MATRIX for inspection, testing, repair and/or replacement.
- f. The above warranty is in lieu of all other warranties, express or implied, from MATRIX and there are no other warranties that extend beyond the face of this warranty. All other warranties, including the implied warranty of merchantability and the implied warranty of fitness of a particular purpose relating to use or performance of the product, including its parts, are excluded and disclaimed.
- g. In no event shall MATRIX under any circumstances, be liable for, nor shall purchaser (Directly or Indirectly) be entitled to, any special, consequential, incidental, indirect, punitive or exemplary damages as a result of the sale or lease of Product, including, but not limited to, failure to timely deliver the Product or failure of Product to achieve certain functionality or arising out of the use or inability to use the Product, in whole or in part and including, but not limited to, loss of profit, loss of use, damage to business or damage to business relations. MATRIX shall not be liable for personal injury or property damage unless caused solely by MATRIX.
- h. The Purchaser shall have to bear Cost of returning the goods under Warranty such as Freight, Postage, Courier, Clearing and Forwarding, Custom Duties, other Taxes, for both ways, sending and returning the repaired goods. The Purchaser shall have to either insure the product or assume liability for loss or damage during transit.
- i. This warranty is not transferable and applies only to the original purchaser of the Product.
- j. Except for the obligations specifically set forth in this Warranty Policy Statement, in no event shall Matrix be liable for any direct, indirect, special, incidental or consequential damages whether based on contract or any other legal theory and where advised of the possibility of such damages.

Matrix reserves the right to waive off or make any changes in its warranty policy without giving any notice.

All legal course of action subjected to Vadodara (Gujarat, India) Jurisdiction only.