



## LIMITED WARRANTY TO ORIGINAL PURCHASER

(Effective as of November, 2003 manufacturing date)

METRICA, INC. ("COMPANY") warrants to the original purchaser that the BICLOPS™ ROBOTIC HEAD ("Product") will be free of manufacturing defects in materials and workmanship for a period of **three (3) months**. The limited warranty covers parts and labor for the warranty period.

COMPANY will, at its option, repair or replace this Product if it is found to be defective during the limited warranty period specified above. This limited warranty begins on the date of original purchase, and is valid only on Products purchased and used in the United States. All repairs will be covered by this warranty for the remaining term of this warranty. Warranty repairs must be performed by COMPANY or a COMPANY authorized service center. The original or copy of the dated bill of sale must be provided as proof of purchase and presented to COMPANY or a COMPANY authorized service center for warranty service.

During the warranty period, the original purchaser will have the option of returning the Product to a COMPANY authorized service center or directly to COMPANY for warranty service. COMPANY may, at its option, repair the Product with new or reconditioned parts, or may replace the Product with a new or reconditioned Product.

Transportation to and from COMPANY or a COMPANY authorized service center is the responsibility of the purchaser. Before returning the Product directly to COMPANY for warranty service, the purchaser must obtain a return merchandise authorization (RMA) number, which must be marked clearly on the shipping container. Proper packing of the Product in the original carton or equivalent, is the responsibility of the purchaser.

Prior to returning any Product for warranty service, the purchaser must contact COMPANY toll free at **1-800-374-6601** or **1-210-822-2310** for problem determination, problem analysis and procedures for service request. The purchaser will also receive the name and telephone number of the nearest COMPANY authorized service center.

Before returning any Product for warranty service, it is the responsibility of the purchaser to secure all programs and data contained in the Product. COMPANY does not warrant uninterrupted or error free operation of the Product and shall not be liable for the loss or destruction of data or media resulting from the use or service of this Product.

This limited warranty does not cover software distributed by COMPANY, whether with the COMPANY brand name or otherwise. All warranties for software are contained in the End-User License Agreement, and are the responsibility of the software licensor.

The purchaser is cautioned that Product performance is affected by system configuration, software, applications, purchaser data and operator control of the system, among other factors. The Product is considered to be compatible with many systems, however, it is the purchaser's responsibility to determine the functional implementation. Therefore, suitability of the Product for a specific purpose or application is not warranted by COMPANY.

This Limited warranty covers all defects encountered in normal use of the Product and shall not apply to the following, including, but not limited to: damage which occurs in shipment, or failures which are caused by products not supplied by COMPANY; accidents, misuse, abuse, neglect, misapplication, fire, water, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper or faulty installation, improper connection with any peripheral; Product alteration or modification; improper or unauthorized repair; cosmetic damage or Product with altered serial numbers; failure to follow operating instructions, customer adjustments, maintenance and environmental instructions that are covered and prescribed in the instruction manual; use of unauthorized parts or equipment which damage Product or result in service problems; failure due to incompatibility with other equipment. .

THERE ARE NO EXPRESSED WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESSED WARRANTY PERIODS STATED ABOVE, AND NO OTHER EXPRESSED WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING TO COMPANY (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU). COMPANY SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST COMPANY BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY COMPANY AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY COMPANY NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF COMPANY (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU). THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES YOUR EXCLUSIVE REMEDY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.