

RPX Global One Year Warranty

A qualifying RPX product (the "Product"), which is purchased either directly from RPX Technologies, Inc. and affiliates (RPX) or from an authorized RPX distributor or an authorized RPX reseller and which Purchaser is eligible for coverage under RPX's One Year Warranty, subject to the terms and conditions in this document. This warranty only applies to purchases of Qualifying Products (see below) purchased and manufactured after July 1, 2016.

PLEASE READ THIS DOCUMENT CAREFULLY; IT CONTAINS IMPORTANT INFORMATION ABOUT THE PRODUCTS THAT QUALIFY FOR COVERAGE UNDER THE ONE YEAR WARRANTY, PURCHASER'S OBLIGATIONS, WARRANTY COVERAGE, AND OTHER IMPORTANT TERMS, CONDITIONS, EXCLUSIONS AND DISCLAIMERS.

1. PRODUCT REGISTRATION. Product registration is recommended but not required in order to qualify for this One Year Warranty.

2. QUALIFYING PRODUCTS. Upon purchase, products that qualify for coverage under RPX's One Year Warranty are: DynaVibe Classic Series Meters, DynaVibe GX Series Meters, and DynaTrack Accessory not including other accessories or sensors which may have their own warranty.

3. WARRANTY PERIODS. For purposes of the One Year Warranty, the warranty period is defined one (1) year from date of purchase. This Warranty is only applicable to the original owner of the Products. Any Product that is repaired or replaced under warranty is covered under this One Year Warranty for one hundred eighty (180) days from the date of return shipment by RPX or for the remaining duration of the applicable Warranty Period, whichever is longer.

4. LIMITED WARRANTY. In accordance with the terms and conditions of this One Year Warranty, and except as excluded or disclaimed in this document, RPX warrants, from the Purchase Date, that all covered Products will conform to RPX's published Product specifications and be free from defects in materials and workmanship during the applicable Warranty Period. PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AT RPX'S SOLE DISCRETION, IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS IN A MANNER, AND BY A SERVICE CENTER, AUTHORIZED BY RPX. IF THIS REMEDY IS ADJUDICATED TO BE INSUFFICIENT, RPX SHALL REFUND PURCHASER'S PAID PURCHASE PRICE AND HAVE NO OTHER OBLIGATION OR LIABILITY TO BUYER WHATSOEVER.

5. WARRANTY EXCLUSIONS AND DISCLAIMERS. RPX MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURCHASER HAS NOTIFIED RPX OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. THIS WARRANTY EXPRESSLY EXCLUDES ROUTINE PRODUCT MAINTENANCE, CALIBRATIONS, CERTIFICATIONS, SOFTWARE UPDATES, AND REPLACEMENT OF MANUALS, ACCESSORIES, OR DISPOSABLE BATTERIES. RPX FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED

REPAIR, IMPROPER USE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, IMPROPER STORAGE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, OPTICAL SOLAR DAMAGE, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN RPX OR RPX'S EXPRESSLY AUTHORIZED DESIGNEE.

THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY AGREEMENT BETWEEN PURCHASER AND RPX AND SUPERSEDES ALL PRIOR WARRANTY NEGOTIATIONS, AGREEMENTS, PROMISES AND UNDERSTANDINGS BETWEEN PURCHASER AND RPX. THIS WARRANTY MAY NOT BE ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF RPX.

6. WARRANTY RETURN, REPAIR AND REPLACEMENT. To be eligible for warranty repair or replacement, Purchaser must notify RPX within thirty (30) days of discovering any apparent defect in materials or workmanship. Before Purchaser may return a Product for warranty service or repair, Purchaser must first obtain a returned material authorization (RMA) number from RPX. To obtain the RMA number Owner must provide an original proof of purchase. For additional information, to notify RPX of an apparent defect in materials or workmanship, or to request an RMA number, email support@rpxtech.com. Purchaser is solely responsible for complying with all RMA instructions provided by RPX including, but not limited to, adequately packaging the Product for shipment to RPX and for all packaging and shipping costs. RPX will pay for returning to Purchaser any Product that RPX repairs or replaces under warranty. RPX reserves the right to determine, in its sole discretion, whether a returned Product is covered under Warranty. If RPX determines that any returned Product is not covered under Warranty or is otherwise excluded from Warranty coverage, RPX may charge Purchaser a reasonable handling fee and return the Product to Purchaser, at Purchaser's expense, or offer Purchaser the option of handling the Product as a non-warranty return.

7. NON-WARRANTY RETURN. Purchaser may request that RPX evaluate and service or repair a Product not covered under warranty, which RPX may agree to do in its sole discretion. Before Purchaser returns a Product for non-warranty evaluation and repair, Purchaser must contact RPX by emailing support@rpxtech.com to request an evaluation and obtain an RMA. Purchaser is solely responsible for complying with all RMA instructions provided by RPX including but not limited to adequately packaging the Product for shipment to RPX and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, RPX will evaluate the Product and contact Purchaser regarding the feasibility of and the costs and fees associated with Purchaser's request. Purchaser shall be responsible for the reasonable cost of RPX's evaluation, for the cost of any repairs or services authorized by Purchaser, and for the cost of repackaging and returning the Product to Purchaser. Any non-warranty repair of a Product is warranted for one hundred eighty (180) days from the date of return shipment by RPX to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions and disclaimers in this document.

8. CHOICE OF LAW - This warranty shall be interpreted under the laws of the State of Oklahoma, USA. The Convention for the International Sales of Goods (CISG) shall not apply.

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