

Pegasus Technologies

254 Babbs Road
Lenoir City, TN 37771



Pegasus Technologies, Inc. General Warranty

Modules and other equipment ("Goods") purchased from Pegasus Technologies are warranted against defects in materials and workmanship under normal use for a period of one year from the date of purchase. In the event of product failure due to defects in materials or workmanship, the customer may return the defective product to Pegasus Technologies for repair or replacement. The customer is responsible for all shipping charges associated with shipping the Goods back to Pegasus Technologies. Pegasus Technologies pays shipping charges associated with the return of Goods back to the customer. As Pegasus Technologies will not be responsible for damages incurred during any incoming shipment, it is recommended that the customer insure their shipment through their carrier.

Pegasus Technologies shall, at its sole option, repair or replace the Goods. Repair or replacement of Goods is Pegasus Technologies' sole obligation and the customer's exclusive remedy for all claims of defects. If that remedy is adjudicated insufficient, Pegasus Technologies shall refund the customer's paid price for the Goods and have no other liability to the customer.

Pegasus Technology's software, if included with Goods, is sold as is, and this warranty is inapplicable to such software.

This warranty does not cover and Pegasus will not be liable for, any damage or failure caused by misuse, abuse, acts of God, accidents, electrical irregularity, or other causes beyond Pegasus's control, or claim by other than the original purchaser. This warranty is void if Pegasus Technologies, in its sole discretion, determines that there has been any:

- (1) Tampering, signs of tampering, alteration, modification, or other indications or abuse.
- (2) Application of power outside of the voltage level and polarity specified in the data sheet or user's manual.
- (3) Repair or attempt to repair by anyone other than a Pegasus Technologies authorized technician.

This is our entire warranty and is given in lieu of all other possible warranties, either express or implied, including warranties of merchantability and of fitness for a particular purpose. By accepting delivery of the Goods, Purchaser/User waives all other possible warranties, except those specifically given.

IN NO EVENT SHALL PEGASUS TECHNOLOGIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO ANY DEFECT IN OR FAILURE OF OR INABILITY TO USE THE GOODS, INCLUDING BUT NOT LIMITED TO, CLAIMS BASED UPON LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, REVENUE OR SAVINGS, LOST GOODWILL, ENVIRONMENTAL DAMAGE, INCREASED EXPENSES OF OPERATION, COST OF REPLACEMENT GOODS, OR CLAIMS OF THE CUSTOMER OR CUSTOMER'S CUSTOMERS, WHETHER OR NOT BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. PEGASUS TECHNOLOGIES' MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE PAID PRICE FOR THE GOODS UPON WHICH SUCH LIABILITY IS BASED AND ALL SUCH LIABILITY SHALL TERMINATE NO LATER THAN ONE YEAR FROM THE DATE OF DELIVERY OF THE GOODS.

Note: Pegasus Technologies' Goods are sold for resale or for commercial purposes, and are thus not covered under the Magnuson-Moss Warranty Act.