

## 9 Important Information

### 9.1 WARRANTY & LIABILITY

Polhemus Incorporated (PI) warrants that the System shall be free from defects in material and workmanship for a period of one year from the date ownership of the System passes from PI to Buyer. PI shall, upon notification within the warranty period, correct such defects by repair or replacement with a like serviceable item at PI's option. This warranty shall be considered void if the System is operated other than in accordance with the instructions in PI's User Manual or is damaged by accident or mishandling. Parts or material that are clearly expendable or subject to normal wear beyond usefulness within the warranty period such as lamps, fuses, etc., are not covered by this warranty.

In the event any System or portion thereof is defective, the Buyer shall, within the warranty period, notify PI in writing of the nature of the defect, under the direction of PI determine and remove the defective parts, ship such parts to PI. Upon determination by PI that the parts or Systems are defective and covered by the warranty set forth above, PI, at its option shall repair or replace the same without cost to the Buyer. The Buyer shall pay all charges for transportation and delivery costs to PI's factory for defective parts where directed to be sent to PI, and PI shall pay for transportation costs to the Buyer's facility for warranty replacement parts and Systems. Removed parts covered by claims under this warranty shall become the property of PI.

In the event that allegedly defective parts are found not to be defective, or are not covered by warranty, Buyer agrees that PI may invoice Buyer for all reasonable expenses incurred in inspecting, testing, repairing and returning the System and that the Buyer will pay such costs on being invoiced therefor. The Buyer shall bear the risk of loss or damage during transit in such cases.

Any repaired or replaced part of a System shall be warranted for the remaining period of the original warranty or thirty (30) days, whichever is longer. Warranties shall not apply to any Systems which have been: repaired or altered other than by PI, except when so authorized in writing by PI; used in an unauthorized or improper manner, or without following normal operating procedures; or improperly maintained and where such activities in PI's sole judgement, have adversely affected the System. Neither shall warranties apply in the case of damage through accidents or acts of nature such as flood, earthquake, lightning, tornado, typhoon, power surge or failure, environmental extremes, or other external causes.

PI does not warrant and specifically disclaims the warranty of merchantability of the products or the warranty of fitness of the products for any particular purpose. PI makes no warranties, express or implied, except of title and against patent infringement, other than those specifically set forth herein.

In no event shall PI be liable under any circumstances for special incidental or consequential damages, including, but not limited to loss of profits or revenue. Without limiting the foregoing, PI's maximum liability for damages for any cause whatsoever, exclusive of claims for patent infringement and regardless of the form of the action (including but not limited to contract negligence or strict liability) shall be limited to buyer's actual direct damages, not to exceed the price of the goods upon which such liability is based.

## **9.2 INDEMNITY AGAINST PATENT INFRINGEMENT**

Polhemus Incorporated (PI) shall have the right at its own expense, to defend or at its option to settle, any claim, suit or proceeding brought against the Buyer on the issue of infringement of any United States patent by any product, or any part thereof, supplied by PI to Buyer under this Agreement. PI shall pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the Buyer on such issue in any such suit or proceeding defended by PI. PI at its sole option shall be relieved of the foregoing obligations unless the Buyer notified PI promptly in writing of any such claim, suit or proceeding, and at PI's expense, gave PI proper and full information and assistance to settle and/or defend any such claim, suit or proceeding. If the product, or any part thereof, furnished by PI to the Buyer becomes, or in the opinion of PI may become, the subject of any claim, suit or proceeding for infringement of any United States patent, or in the event of an adjudication that such product or part infringes any United States patent, or if the use, lease or sale of such product or part is enjoined, PI may, at its option and its expense: (a) procure for the Buyer the right under such patent to use, lease or sell, as appropriate, such products or part, or (b) replace such product or part, or (c) modify such product, or part, or (d) remove such product or part and refund the aggregate payments and transportation costs paid therefore by the Buyer less a reasonable sum for use, damage and obsolescence. PI shall have no liability for any infringement arising from: (i) the combination of such product or part with any other product or part whether or not furnished to Buyer by PI, or (ii) the modification of such product or part unless such modification was made by PI, or (iii) the use of such product or part in practicing any process, or (iv) the furnishing to the Buyer of any information, data, service or application assistance. The Buyer shall hold PI harmless against any expense, judgment or loss for infringement of any United States patents or trademarks which results from PI's compliance with the Buyer's designs, specifications or instructions. PI shall not be liable for any costs or expenses incurred without PI's written authorization and in no event shall PI's total liability to the Buyer under, or as a result of compliance with, the provisions of this paragraph exceed the aggregate sum paid to PI by the Buyer for the allegedly infringing product or part, exclusive of any refund under option (iv) above. The foregoing states the entire liability of PI, and the exclusive remedy of the Buyer, with respect to any actual or alleged patent infringement by such product or part.

## **9.3 FCC STATEMENT**

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed

and used in accordance with instructions in this manual, may cause interference to communications signals. Operation of this equipment in a residential area may cause interference, in which case the user will be required to correct the interference at his own expense. This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device must not cause harmful interference, and (2) this device must accept any interference that may cause undesired operation.

#### RF Exposure For Wireless Option

**WARNING:** To satisfy FCC RF Exposure requirements for mobile transmitters, this device must be installed in such a way as to ensure that a minimum separation distance of 20 cm is always maintained between the antenna and all persons during device operation.