



Warranty Information

All claims for warranty repair must be accompanied by our standard RMA (Return Merchandise Authorization) form, which can be downloaded from <http://www.Masterclock.com>.

30 DAY SATISFACTION GUARANTEE

For thirty (30) days after date of delivery of the product to you, if you are dissatisfied for any reason you may return the complete product - including the software, with your receipt, to Masterclock, postage prepaid, during the thirty (30) day period for a full refund. Note that software cannot be returned without the associated hardware. After 30 days, all sales final.

5-YEAR LIMITED WARRANTY

This Masterclock, Inc.® (hereinafter Masterclock) product warranty extends to the original purchaser. Masterclock warrants all manufactured products against defects in materials and workmanship for a period of five (5) years from date of sale. If Masterclock receives notice of such defects during the warranty period, Masterclock will, at its option, either repair or replace products which prove to be defective. Should Masterclock be unable to repair or replace the product within a reasonable amount of time, the customer's alternate remedy shall be a refund of the purchase price upon return of the product to Masterclock. This warranty gives the customer specific legal rights. Other rights, which vary from state to state or province to province, may be available. Masterclock will pay for transportation cost if within one year of the purchase date under this coverage. Masterclock is not liable for and has no obligation to pay for any cost associated with return of product under warranty after one year. Masterclock will refuse any collect payment shipment without prior authorization.

All third-party accessories carry the original manufacture warranty.

EXCLUSIONS

The above warranty shall not apply to defects resulting from improper or inadequate maintenance by the customer, customer-supplied software or interfacing, unauthorized modification or misuse,

operation outside of the environmental specifications for the product or improper site preparation and maintenance (if applicable).

WARRANTY LIMITATIONS

Masterclock makes no other warranty, either expressed or implied, with respect to this product. Masterclock specifically disclaims the implied warranties of merchantability or fitness for a particular purpose. In any state or province which does not allow the foregoing disclaimer, any implied warranty of merchantability or fitness for a particular purpose imposed by law in those states or provinces is limited to the five-year duration of the written warranty.

EXCLUSIVE REMEDIES

The remedies provided herein are the customer's sole and exclusive remedies. In no event shall Masterclock be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory. In any state or province which does not allow the foregoing exclusion or limitation of incidental or consequential damages, the customer may have other remedies

LIMITED SOFTWARE WARRANTY

To the original customer only, Masterclock provides the following Limited Warranty. Masterclock warrants that for the sixty (60) days following the initial thirty day period, as evidenced by a copy of your receipt, that:

- The software will perform substantially the functions described in the documentation provided by Masterclock.
- The media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use.

Your sole remedy under the warranty during this sixty (60) day period is that Masterclock will undertake to correct within a reasonable period of time any reported "SOFTWARE Error" (failure of the SOFTWARE to perform substantially the functions described in the documentation), correct errors in the documentation, and replace any magnetic media which proves defective in materials

or workmanship on an exchange basis without charge. In order to make a claim under this warranty you must return the defective item with your receipt to Masterclock, postage prepaid, within ten (10) days after the warranty period. If Masterclock is unable to replace defective media or if Masterclock is unable to provide corrected SOFTWARE or corrected documentation within a reasonable time, Masterclock will, at its sole and exclusive option, either replace the SOFTWARE with a functionally equivalent program at no charge to you or refund the license fee of the SOFTWARE. These are your sole and exclusive remedies for any breach of warranty during this sixty (60) day period. Masterclock does not warrant that the SOFTWARE will meet your requirements, that operation of the SOFTWARE will be uninterrupted or error-free, or that all SOFTWARE errors will be corrected. Masterclock is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the SOFTWARE or for problems in the interaction of the SOFTWARE with non-Masterclock software. Masterclock will have no responsibility to replace or refund the license fee of media damaged by accident, abuse or misapplication.

The above warranties are exclusive and in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose and non infringement. No oral or written information or advice given by Masterclock, its employees, distributors, dealers or agents shall increase the scope of the above warranties or create any new warranties. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. In that event, any implied warranties are limited in duration to ninety (90) days from the date of delivery of the software. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

LIMITATION OF REMEDIES

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Masterclock be liable to you for any special, consequential, indirect or similar damages, including, without limitation, damages for loss of business profits, business interruption, loss of data or business information (or other pecuniary loss) arising out of the use of or inability to use the software or any data supplied therewith even if Masterclock or anyone else has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation of exclusion of liability for incidental or consequential damages so the above limitation or



exclusion may not apply to you. In no case shall Masterclock's liability exceed the purchase price for the software.

QUESTIONS? CONTACT US:

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