

## Limited Warranty Terms

1. Warranty Period. The following warranty shall apply for twelve (12) months from the date on which title to each Product passes from Escher to Buyer as set forth in the Terms (such period, the "Warranty Period"). Warranty claims submitted after the Warranty Period shall not be subject to warranty contemplated hereunder. The Warranty Period applicable to replaced Products will be thirty (30) days from the date Buyer receives the replacement Product or the remainder of the original Warranty Period, whichever is longer.
2. Limited Warranty. Subject in all respects to Section 9 of the Terms, Escher warrants that each Product will be free from material defects in materials and workmanship during the Warranty Period. This Warranty does not cover damage caused by (i) defects in the Products that are the result of improper storage or use by Buyer or its personnel (including, without limitation, (a) operation of the Products outside the environmental, hardware or software parameters defined in the Documentation, and (b) failure to install properly all releases made available by Escher with respect to the Software and all updates recommended by Escher and/or any other manufacturer, as applicable, with respect to any third-party software or hardware products (including but not limited to operating system software) that materially affect the performance of the Product); (ii) defects resulting from other hardware or software (including but not limited to operating systems, servers, networks, and third-party software) not supplied by Escher; (iii) Products that, due to no fault of Escher, have been subjected to any other kind of misuse or detrimental exposure not attributable to Escher; or (iv) Products modified, altered or repaired by any party other than Escher or Escher's agents in accordance with the instructions provided by Escher or without Escher's prior written consent. Notwithstanding anything to the contrary herein, Escher does not warrant the uninterrupted or error free use of the Products or that the Products will operate with any hardware or software not specified in the specifications available on Escher's website or third-party equipment, hardware or software. This limited warranty is provided only to the original purchaser of the Product that was purchased from an authorized Buyer or sales channel and manufactured by or for Escher that can be identified by an authorized "Escher" trademark, trade name, or logo affixed to it. Without limiting the foregoing, this warranty does not apply to any (A) Escher products and services other than the Products (including products with the "Made for Escher" or "Works with Escher" logos or non-authorized accessories), (B) non-Escher products, even if included or sold with a Product, including, without limitation, any counterfeit products, (C) products that are, or Escher reasonably believes to be, stolen, (D) consumables (such as

batteries), or (E) software, even if packaged or sold with the Product or embedded in the Product.

3. Waiver of Warranty Claim. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ESCHER MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, AND ESCHER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
4. Replacement as Sole Remedy; Replacement Product; Shipping and Payment Responsibilities. Replacement of a defective Product (each a "Replacement Product") is Buyer's sole remedy for any breach of this Warranty. Immediately upon Buyer's submission of a Warranty claim, Buyer shall cause all Product subject to such Warranty claim (each a "Claimed Defective Product") to be returned to Escher at Buyer's sole expense. In order to complete a return of a Claimed Defective Product, contact support@Escher-innovations.com to receive a return authorization number and mailing information. If you're shipping multiple boxes, print labels with the return authorization number on each box. Please ensure that every component shipped to you is re-packaged in its original packaging. Upon receipt by Escher, a Escher support representative will check your package, that every component is returned and match it with your return authorization number. Escher shall have, in its sole discretion, thirty (30) business days after receipt of the Claimed Defective Product to accept or reject such Warranty claim and ship the Replacement Product. If the Warranty claim is rejected, Escher will contact Buyer about why the claim was rejected after which there is a sixty (60) day period to resolve the claim issue. If the claim issue is not resolved within that time frame, Escher is not obligated to the Buyer to replace the product. Escher and Buyer agree that Escher will ship any and all Replacement Products to Buyer under the same terms and subject to the same conditions as otherwise set forth in the Terms including, without limitation, Section 5 thereof.
5. No Repair By Buyer. Buyer is not authorized to attempt to repair any part of any Product. Any attempt by Buyer to repair any part of any Product will void this warranty and release Escher from any and all of its obligations under this warranty.
6. Conformance of Warranty to Law. This warranty gives Buyer specific legal rights. Buyer may have other rights which vary between jurisdictions. To the extent that provisions of this warranty are inconsistent with the laws of any jurisdiction, such provisions shall be deemed modified to be consistent with such laws. Any such modification of this warranty shall be limited to only as much modification as is necessary to comply with the laws of any such jurisdiction.