

Y Soft Limited Lifetime Warranty Terms and Conditions

These Y Soft Limited Lifetime Warranty Terms and Conditions (“**Terms**”) govern the additional warranty provided by Y Soft Corporation, a.s., with its registered office at Technická 2948/13, Královo Pole, 61600 Brno, ID No.: 26197740, VAT: CZ26197740, File No. B 8045, kept by the Regional Court in Brno, a Czech corporation, or other company from its group, as the case may be (“**Warranty**” and “**Provider**”) to the original purchaser (“**Partner**”) that has purchased selected Y Soft hardware products (“**Products**”) directly from Provider.

1) SCOPE OF WARRANTY

This Warranty covers (i) defects in material and workmanship in Products; and (ii) other defects of the Products, for the periods of time set out below.

2) DURATION OF WARRANTY

Warranty applies to defects in material and workmanship in Products **until the relevant Product is discontinued** by the Provider and longer offered by the Provider as a part of its standard offering (Product reaches End of Life), but in any case not less than 6 years from the shipment of the relevant Product.

Warranty applies to **other defects in Products than defects in material and workmanship for the lifetime of the individual Product(s)**, as set out in the relevant Product documentation (eg. Provider’s Product Datasheets). In case lifetime is not expressly set out in the relevant Product documentation, it is, by default, set to 6 years from the delivery of the relevant Product.

3) LIMITATIONS

This Warranty does not apply if the Product

- a) has been altered, except by Provider;
- b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Provider; or
- c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident.

This Warranty also does not apply to defects and/or malfunctions of the Products due to usual wear and tear of the Products.

This Warranty does not apply to any services provided alongside with the physical Products and/or to any embedded software or software otherwise provided alongside, which are subject to separate contractual provisions.

In case of doubt, the Provider will have the authority to confirm or dismiss any Partner’s claims under this Warranty.

4) REPAIR AND REPLACEMENT OF PRODUCT

If the Product is found to be defective, Provider, at its discretion either replace or repair the Product at no charge except using the RMA process and other conditions as valid for Partner's standard warranty as set forth in the relevant contractual documentation, *mutatis mutandis*.

Provider reserves the right to replace discontinued Products with an equivalent or better newer generation Product.

5) DISCLAIMERS

PROVIDER'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING WITHOUT LIMITING FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES) INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF INTELLECTUAL PROPERTY, REPROCUREMENT COSTS, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF GOODWILL AND LOSS OF PROFITS.

EXCEPT AS SPECIFIED IN THESE TERMS, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY THE PROVIDER. THE TOTAL LIABILITY OF THE PROVIDER FOR ALL CLAIMS ARISING FROM THE WARRANTY PROVIDED HEREUNDER SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT.

6) MISCELLANEOUS

Provider reserves the right to change the terms of these Terms, including without limitation, the right to discontinue offering warranty and support services for the Product, at any time without notice and without incurring any liability.