CALIFORNIA SENSOR CORPORATION LIMITED WARRANTY

This non-transferable Limited Warranty is provided as part of your (the “Buyer’s”) purchase of “Products” (including “Third-Party Products”), “Software,” and/or services (collectively, “Deliverables”) from California Sensor Corporation, dba Calsense (hereinafter “Seller”), a California corporation with an address at 2075 Corte Del Nogal, Suite P, Carlsbad, CA 92011.

1. PRODUCT WARRANTY/RETURN POLICY. (a) Limited Warranty. Seller warrants that its Products substantially conform to the applicable specifications at the time of shipment if used in the manner appropriate for the purpose thereof and in accordance with their operation manuals. Unless otherwise expressly represented in writing by Seller, samples, prototype lots and/or preproduction runs do not create or imply any warranties. Seller’s warranty obligation is limited to, at Seller’s option, repair or replacement of any defective Product returned to Seller’s designated location within the Applicable Warranty Period (as defined below) from the date of Product shipment. This warranty shall not apply to any Product which has been altered or which has been damaged such that Seller is unable to verify the defect with its normal test equipment, or which has been subjected to abuse (including without limitation electrostatic discharge), or improper (i) handling, (ii) installation, (iii) maintenance, (iv) removal, (v) modification, or (vi) use. Seller’s warranty shall not be enlarged, and no obligation or liability shall arise out of Seller’s rendering of technical advice, facilities, or service in connection with Buyer’s order or the Products furnished. (b) Return Policy. Products may not be returned without Seller’s consent. Buyer shall request and obtain Seller’s written Return Material Authorization (“RMA”) before returning Products of any type, including warranty repair returns; all return documentation must contain Seller's return authorization identification number. Seller will refuse returned shipments not approved by Seller, or not properly identified. The request for return approval must include serial number, part number, lot number and date code, full identification of Products to be returned, and explanation for the return request. Proper handling procedures must be used in the packing and shipping of all returned Products. Products must be returned in the same container in which they were shipped, with the RMA number clearly visible on the package. Buyer retains title to Products returned for

repair. (c) RoHS Disclaimer. THE PRODUCTS BEING SOLD UNDER THIS INVOICE MAY OR MAY NOT COMPLY WITH THE SO-CALLED ROHS REGULATIONS. ROHS COMPLIANT PRODUCTS ARE SHIPPED IN PACKAGES OR CONTAINERS THAT ARE MARKED "LEAD-FREE" OR “ROHS COMPLIANT”. BUYER MUST ENSURE THAT NON-COMPLIANT PRODUCTS ARE NOT PLACED ON THE MARKET IN ANY EUROPEAN UNION MEMBER STATE.

2. APPLICABLE WARRANTY PERIODS. The “Applicable Warranty Period” shall be the following as measured from date of purchase:

   Controllers / Enclosures: 10 years

   Decoders: 5 years

   Third-Party Products: Not applicable. See paragraph five below.

3. SOFTWARE LIMITED WARRANTY. (a) Limited Warranty. With respect to all software, in object code form, and firmware furnished to Buyer hereunder and any derivatives thereof (collectively, “Software”), Seller warrants that the Software will substantially conform to the applicable Documentation for one (1) year following the date of installation of the Product(s) sold to Buyer. This warranty does not apply if the Software, the Product(s) or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Seller or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Seller, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) has not been provided by Seller. (b) Exclusive Remedy. Buyer’s sole and exclusive remedy shall be as follows: (i) Seller will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (ii) if Seller is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, Seller

shall refund the license fee paid hereunder, or $100 per Controller if Software was made available to Buyer as part of a Product purchase. This remedy is conditioned on Buyer reporting the non-conformance in writing to Seller within the one (1) year warranty period. This section sets forth Buyer's exclusive remedy under the limited warranty. "Documentation" is the Seller user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to Buyer by Seller.

4. Limitations. EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, THE DELIVERABLES ARE PROVIDED "AS IS" AND SELLER HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE DELIVERABLES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. SELLER DOES NOT WARRANT THAT THE DELIVERABLES ARE OR SHALL BE ERROR-FREE OR WILL BE PROVIDED WITHOUT INTERRUPTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, ITS AFFILIATES, DISTRIBUTORS, DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY.

5. Third-Party Products. Seller makes no warranty as to Third-Party Products. Buyer shall notify the manufacturer of such Third-Party Products as to any non-conformity or defect and inquire of the manufacturer as to any existing warranty coverage then in effect.