

**CALIFORNIA SENSOR CORPORATION
LIMITED WARRANTY**

This Limited Warranty is a material part of the terms and conditions that apply to 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. Performance by the parties is expressly made conditional on Buyer’s assent to this warranty and the terms and conditions which govern the sale of the Deliverables set forth on Seller’s website at www.calsense.com/sales-terms/. Buyer agrees to the terms and conditions (including this limited warranty), which constitute the entire agreement between the parties and supersede any prior understandings, agreements, or representations between the parties, written or oral, to the extent they relate in any way to the subject matter hereof and shall prevail over any inconsistent or additional provisions in any form or other paper submitted by Buyer or any affirmation of fact, course of prior dealings, promise, condition or usage of the trade. Any additional or different terms in any Buyer request for quotation, acknowledgment, commencement, or purchase order shall constitute a counteroffer and such counteroffer shall not be accepted by Seller without written approval by Seller. Any attempt to alter, supplement or amend this document or to enter an order subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Buyer and Seller.

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 pre-production 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” for each of the following categories of Products shall be the period of time from delivery indicated below:

Controllers/Enclosures: 10 years

Decoders: 5 years

Third-Party Products: Seller shall provide Buyer with an equivalent-relief warranty (as set forth below) for an Applicable Warranty Period equivalent with the warranty period (or term) provided by the manufacturer of such Third-Party Products. Notwithstanding, Calsense has extended the warranty of ultrasonic flow meters to five years.

3. SOFTWARE 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, NON-INFRINGEMENT, 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 shall provide Buyer with an equivalent-relief warranty equivalent with that provided by the manufacturer of such Third-Party Products, as set forth on such manufacturer's written warranty, which is available upon request. During the Applicable Warranty Period, Seller shall assist Buyer with any needs for repair or replacement of defective Products or for non-conformity. Buyer shall notify Seller of any non-conformity or defect as set forth herein and in Seller's terms and conditions. Seller shall facilitate the request to the manufacturer to claim such warranty. Such warranty shall lapse if the defect and/or non-conformity is due to Buyer's negligence, misuse or malice (and as set forth in Section 3 above). The warranty also lapses if Buyer fails to comply with (i) the Return Policy herein and (ii) Seller's terms and conditions.