

LIMITED WARRANTY
S/Cap RFID Tags™

Enable IPC Corporation (“Enable”) warrants to the customer who is the original owner and user of the S/Cap RFID Tags™ (“Customer”) that under normal use and maintenance such products (the “Products”) will be free from defects in material or workmanship. This Limited Warranty (“Warranty”) applies to parts only and is limited in duration to seven (7) years from the date of purchase. Repaired or replacement parts are warranted for the balance of the warranty period applicable to the original part following the date on which the repaired or replacement part is provided to the Customer.

LIMITATIONS AND EXCLUSIONS

1. Enable’s obligations under this Warranty and the sole remedy for its breach are limited to repair of any part or parts of its Products which prove to be defective during the Warranty period or, in its sole discretion, replacement of such Products. All returns of defective Products must be made through an authorized Enable distributor or arranged through Enable’s customer service. Authorized returns must be shipped prepaid. Repaired or replacement parts will be shipped by Enable F.O.B. shipping point.
2. Except to the limited extent expressly permitted herein, the Warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete Products. Enable is not responsible for any other charges involved in replacement of defective parts or the complete Product, including but not limited to labor costs and freight charges.
3. All claims under this Warranty must be made within thirty (30) days from the date of discovery of the defect. Failure to notify Enable of a warranted defect within thirty (30) days of its discovery voids Enable’s Warranty obligations. The Warranty is not transferable.
4. The Warranty will be void and of no effect, and Enable will have no liability to anyone, if:
 - a. the Product has been operated outside its designated capacity;
 - b. the Product has been improperly stored or operated in any way outside the conditions indicated on the Product datasheet (e.g., under temperature and/or humidity conditions outside the range indicated on the Product datasheet);
 - c. the Product has been subjected to misuse, abuse, negligence, accident, improper or inadequate maintenance, corrosive or contaminated environments, or excessive thermal shock;
 - d. modifications, repairs or service are made to the Product by unauthorized or unqualified persons;
 - e. the Product is not installed, operated or maintained and serviced in compliance with the printed information and recommendations of Enable;
 - f. mishandling by Customer or any third party has occurred;
 - g. problems arise from normal wear and tear, improper matching or application of Product or components;
 - h. the Product has not been paid for in full by the Customer, including applicable shipping, taxes and interest;
 - i. the Product has not been purchased from an authorized Enable distributor or sales representative (an “Authorized Seller”) or from a contractor who has purchased the Product from an Authorized Seller; or

- j. the Product has been purchased on the internet from a source not expressly authorized by Enable to sell that Product to such a purchaser in such purchaser's location; or
 - k. the Product has been purchased from any source or in any manner not expressly authorized by Enable or not consistent with Enable policies and procedures.
5. The Warranty is for repair or replacement of parts or Products only. Except to that limited extent, Enable will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising out of a breach of this Warranty or otherwise. Without intending to limit the foregoing sentence, it is specifically provided as follows: ENABLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OPERATION, SERVICING OR REPAIR OF ANY ENABLE PRODUCT. IN NO EVENT WILL ENABLE BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.
6. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR ENABLE PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT. ENABLE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR OF NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE OR USAGE OF TRADE. NO PERSON OR ENTITY IS AUTHORIZED TO BIND ENABLE TO ANY OTHER WARRANTY, OBLIGATION OR LIABILITY FOR ANY ENABLE PRODUCT. ACCEPTANCE, INSTALLATION, OPERATION OR USE OF THE ENABLE PRODUCT FOR WHICH THIS WARRANTY IS ISSUED WILL CONSTITUTE ACCEPTANCE OF THE TERMS HEREOF.
7. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OF ANY EXPRESS OR IMPLIED WARRANTIES, SO TO SUCH EXTENT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. THIS LIMITED WARRANTY PROVIDED BY ENABLE GIVES CUSTOMERS SPECIFIC LEGAL RIGHTS, AND CUSTOMERS MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. The disclaimers of liability included in this Warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.
8. No one is authorized by Enable to modify this Warranty in any respect or to create for Enable any other obligation or liability in connection with the Product unless done so in a written agreement bearing the handwritten signature of an Officer of Enable. Customer agrees that any purported change by Enable shall be null and void unless an Officer of Enable shall have expressly so agreed to such change in writing.

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