BERT® WARRANTY

BERT warrants that the products which it manufactures and supplies hereunder shall conform to BERT's published specifications and shall be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of purchase (the "Warranty Period"). BERT's warranties shall not extend (i) to any items subjected to accident, misuse, neglect, alteration, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized repair or (ii) cosmetic problems or defects which result from normal wear and tear under ordinary use of the products. BERT makes NO WARRANTY as to experimental or developmental goods or goods not manufactured by BERT. BERT's warranties extend to Buyer only and to no other person or entity. BERT's warranties as herein above set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, BERT's rendering of technical advice or services in connection with furnishing products.

BERT must be notified of any warranty claims in writing no later than the end of the Warranty Period. BERT's sole and exclusive liability for any breach of warranty will be, at its expense, to either repair, replace or credit Buyer's account with respect to any nonconforming products returned to BERT.

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NONCONFORMING GOODS/WARRANTY RETURNS

Where Buyer timely and rightfully rejects acceptance of nonconforming goods and/or notifies BERT of a breach of warranty relating to goods supplied by BERT hereunder, BERT's sole and exclusive liability will be (at BERT's option) to repair, replace or credit Buyer's account (which credit may be applied by BERT against outstanding amounts owed by Buyer to BERT) with respect to any such goods returned to BERT during the applicable acceptance or warranty period, as the case may be, upon the following conditions:

(a) Goods may not be returned without a return service authorization ("RSA") and will be refused and returned freight collect to the sender; (b) Goods returned shall be packed securely and shall be shipped freight prepaid (with duties, taxes and brokerage fees (if applicable), risk of loss and all other charges associated with the return of such goods being the responsibility of Buyer), together with a statement setting forth the claimed defect; (c) All returns under this paragraph shall be shipped in accordance with all other instructions (if any) contained in the RSA; and (d) All return shipments will clearly indicate the RSA number on the mailing label. All goods returned under this paragraph shall be subject to examination by BERT. The failure of Buyer to comply with the provisions of this paragraph shall, at BERT's election, void Buyer's rights and remedies with respect to any such goods, and such goods may be returned by BERT to Buyer for full payment in accordance with the provisions of Buyer's order. In such an event, all freight, insurance, duties, taxes, brokerage fees and all other charges associated with the transportation of such goods (collectively "Transportation Charges") back to Buyer, including risk of loss, shall be the responsibility of Buyer. If BERT elects to keep any goods returned to BERT by Buyer, which are determined by BERT to be free of defect or otherwise conforming to the warranties hereunder, such goods shall be subject to a restocking fee. BERT reserves the right to withhold Buyer's remedy hereunder with respect to nonconforming goods until Buyer has fully paid any past due amounts owed to BERT.

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BERT may supply certain firmware, software and/or related documentation (the "Software") with the goods provided hereunder. If any firmware and/or related documentation is furnished with the goods, BERT hereby grants to Buyer and Buyer hereby accepts a nontransferable, nonexclusive license to use such firmware and/or related documentation solely in connection with Buyer's use and/or operation of the goods in which such firmware is originally installed. Any other Software is provided in accordance with a separate license agreement, which BERT may require Buyer to execute in connection with the furnishing of the Software. Notwithstanding the foregoing, if no separate license agreement is provided by BERT in connection with the furnishing of the Software, then (i) the Software is licensed to Buyer and not sold, (ii) BERT warrants that the Software, as delivered, will perform substantially in accordance with BERT's then-current user manual in all material respects; however, BERT does not warrant that the Software will meet Buyer's needs, be error free, or operate without interruption, (iii) all warranty claims with respect to the Software must be made by the Buyer in writing not later than ninety (90) days after delivery of the Software by BERT to Buyer, (iv) BERT MAKES NO WARRANTIES WHATSOEVER REGARDING ANY SOFTWARE AND/OR COMPONENTS OF THE SOFTWARE CREATED OR OWNED BY ANY THIRD PARTY, (v) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY RELATING TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT, AND (vi) any unauthorized use or modification of the Software by Buyer shall void any and all warranties. No other right or license relating to the Software, express or implied, is granted except as provided herein. Buyer shall not sell, assign, sublicense, transfer, or otherwise make available the Software to any other person or entity, without the prior written consent of BERT. All copies of Software shall be clearly marked by Buyer with the same proprietary and copyright restrictions, which appear on the Software as originally supplied to Buyer.