

WARRANTY POLICY

1. Introduction

This document defines the Warranty Policy for [Genesis Technical Systems](#) Products.

This product warranty extends only to the Original Purchaser.

Your rights and the applicable warranty terms with respect to any particular goods and services are as specified in the agreement pursuant to which the goods and services are purchased.

2. Warranty Coverage

Genesis Technical Systems offers the following product warranties:

- (1) **Software Warranty:** Software developed by Genesis Technical Systems will, at the time of delivery, be free from defects that materially affect performance as measured against those described in the Genesis Technical Systems specifications and associated documentation;
- (2) **Hardware Warranty:** Hardware manufactured or repaired by Genesis Technical Systems will be free from defects in material and workmanship and will conform to the Genesis Technical Systems specifications and associated documentation for the product.
- (3) **Repair Warranty:** Genesis Technical Systems ONLY warrants a product or service that is purchased and repaired through Genesis Technical Systems.

Standard Warranty Periods

- (1) Software Warranty Period will be [twelve] months (unless otherwise noted)
- (2) Hardware Warranty: Genesis Technical Systems warrants that for a period of one [twelve] months from the date of delivery to the Customer, the Genesis Technical System's hardware purchased by Customer ("Hardware") shall be free of defects in material and workmanship under normal, reasonable and customary fashion, and in accordance with all authorised instructions.
- (3) Repair Warranty will be ninety (90) calendar days starting from the Repair Date for both hardware and software.

Standard Warranty Support Summary

- (1) Warranty support will be provided in a professional manner and in accordance with good industry practice in the country in which such Services are provided.
- (2) One year 24 x 7 access to Genesis Technical Systems Customer support website:
 - Technical documentation (as made available by Genesis Technical Systems);
 - Software updates (bug-fix not upgrades) (as made available by Genesis Technical Systems);

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(3) Software defect resolution:

Business-Day defect resolution. 24x7 phone, [email](#) and [web](#) access to Genesis Technical Systems Customer support. Assistance for software defect issues will be available where the software is not functioning according to associated documented specifications. Genesis Technical Systems will work with the Customer to determine if the software product is defective and a resolution is required.

The software warranty includes providing a remedy for defects (e.g. a software patch, or maintenance software on the same generic release, as made available by Genesis Technical Systems). If a software modification is not feasible, a workaround may be developed to remedy the defect.

(4) Hardware defect resolution:

In the event that Genesis Technical System's receives notice during the warranty period that any Hardware does not conform to its warranty, the Customer's sole and exclusive remedy, and Genesis Technical System's sole and exclusive liability, shall be for Genesis Technical System's, at its discretion to either repair or replace the non-conforming Hardware in accordance with this limited warranty.

Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Genesis Technical Systems.

The hardware will be sent back to the Customer after repair.

If applicable, services quotation for the on-site installation of the repaired unit will be provided by Genesis Technical Systems to the Customer.

(5) Product Repair

Product Repair warranty applies independently of the Standard Warranty period for software or hardware. The Standard Warranty period for any repaired product will end ninety (90) calendar days after the date of repair, or the expiration date of the Standard Warranty Period, whichever is later.

In order to benefit from the hardware warranty, all return material agreement requests must be initiated prior to the expiration of the applicable Standard warranty. Hardware being returned to Genesis Technical Systems under warranty must be received by Genesis Technical Systems within thirty (30) calendar days of authorisation to return and the issuance of a unique tracking reference. The Customer must comply with the applicable [Return Material Authorisation](#) process prescribed by Genesis Technical Systems for the product.

Standard Warranty Start

The Warranty Period for a product begins on the date of delivery to the Customer.

3. Standard Warranty Exclusions

Genesis Technical Systems shall not have an obligation to repair or replace any product or correct any software if:

- the product has been modified, repaired or reworked by anyone other than Genesis Technical Systems
- the Defect is the result of:
 - Any improper storage, handling, visual damage or failure to comply with the temperature, humidity, cleanliness or other location / environment-based specifications set forth in the Hardware documentation.
 - Failure of the Customer to apply previously applicable Genesis Technical Systems Modifications and corrections;
 - Operator error;
 - Improper installation, relocation, or neglect of the product
 - Use in a manner not in accordance with Genesis Technical specifications, operating instructions, or license.
 - More generally, any damage to the Product from the system in which this product or software is used i.e. by power failure, inadequate facilities equipment (e.g. power filtering, or power surge protection), fire, explosion or any act of God or other cause beyond Genesis Technical Systems' control (i.e., damage caused by misuse, accident, abuse, or improper wiring, repairing, splicing, alteration, installation, storage, or maintenance).

The Standard Warranty will not be transferable.

Other Standard Warranty Exclusions:

- Technical Support;
 - trouble-shooting,
 - diagnostics efforts and diagnostic support in determining a hardware or software network problem including system, application, or operational problems
 - guaranteed response intervals for specific (non-standard) service levels
 - Enhanced access to Genesis Technical System's support website;
 - Failure Analysis;
 - Assistance in network planning, configuration or management; and
 - Assistance for installation, extension, migration, upgrade, update of equipment or network.
- No fault found conditions;
- Extensions beyond the previously defined Standard Warranty period;
- Outage or disaster recovery support;
- Performance analysis, installation or application configuration support;
- Product interoperability/integration questions/issues and testing;
- On-site assistance
- Installation of software updates/fixes to product
- Guaranteed support in any language other than English
- Service level performance objectives