

LIMITED WARRANTY (LiveScan Devices)

Cross Match Technologies, Inc. (“*Crossmatch*”) warrants that the Crossmatch Equipment you have purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one year from the date of shipment. Normal service and normal conditions are defined in the documentation. This Limited Warranty is subject to the terms and conditions set forth below.

Repair or Replacement: Unless otherwise stated herein, the sole obligation of Crossmatch and your exclusive remedy and recourse under this Limited Warranty is for Crossmatch, at its sole election, to either (i) repair the suspected defective Equipment and return the same to you or (ii) replace the suspected defective Equipment, all on the terms set forth below. The repair or replacement will provide you with Equipment, which in Crossmatch’s opinion, performs consistently with its age and usage.

If you become aware that your Crossmatch Equipment is defective in material or workmanship in normal service and under normal conditions during its one year Limited Warranty period, then you must promptly contact Crossmatch’s Customer Care Center between Monday through Friday, 8:00am to 6:00pm EST, excluding Crossmatch holidays, describe the suspected defect in detail and request a Return Merchandise Authorization (“*RMA*”) number prior to sending the affected Equipment for repair or requesting a replacement. Please see your equipment manual for more information on RMA’s. You will pay the freight to send the Equipment to Crossmatch’s designated Service Center, and Crossmatch will pay the freight to return the repaired Equipment to you. Each repaired or replacement Equipment is warranted (as set forth herein) for the remaining portion of the original one-year Limited Warranty.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSSMATCH’S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Limitations: This limited warranty does not cover visits to repair the Crossmatch Equipment at your premises, or the commissioning of the Equipment on site. This Limited Warranty is not a warranty, guarantee or promise that your Crossmatch Equipment will conform to its specification or will not fail.

Crossmatch shall incur no liability under this Limited Warranty and this Limited Warranty is voidable by Crossmatch if in Crossmatch’s sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the manual; (b) the Equipment is not maintained as specified in the equipment manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is installed or used in combination or in assembly with equipment or other products not supplied or authorized by Crossmatch; (f) there is a failure to follow specific restrictions or operating instructions; (g) database recovery, (h) Crossmatch on-site support, (i) remedial customer training; (j) user or virus caused software reloads; (k) data migration to new platform; or (l) payment for the Equipment has not been timely made.

The Limited Warranty does not cover nondurable consumable items including, but not limited to, batteries, paper, silicon pads, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Crossmatch Sales at 866-725-3926 (toll free in the US) or 561-622-9722. This Limited Warranty does not cover third party peripheral equipment (such as laptops and printers). Customers should contact the manufacturer of such third party equipment regarding suspected defects in such equipment.

Crossmatch’s obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Crossmatch’s determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES RELATED TO THE CROSSMATCH EQUIPMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY CROSSMATCH. THIS LIMITED WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE CROSSMATCH EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Crossmatch reserves the right to improve/modify equipment at any time, at its sole discretion, as it deems necessary.

Out-of-Warranty Repairs: When warranty coverage for your Crossmatch Equipment lapses, or for repairs or replacements not covered by Crossmatch's warranty, (i) you will pay for all repairs at Crossmatch's then-prevailing hourly labor rate (with a one hour minimum) plus parts and shipping, (ii) you will pay Crossmatch's then-current price for all replacement Equipment plus shipping, and (iii) you will pay Crossmatch's then-prevailing hourly labor rate (with a one hour minimum after the first 15 minutes) for telephone support in 15 minute increments.

To obtain out-of-warranty service, you must obtain an RMA number and send the affected Equipment, at your expense, to the designated Crossmatch Service Center for inspection. You will be contacted with an estimated price and time of repair or replacement after analysis. No repairs or replacements will be made until Crossmatch receives a Purchase Order or credit card number from you. You shall pay return freight charges, which will be added to the invoice, for the return of the repaired or replaced Equipment.

In the event you decide not to have a unit repaired or replaced after receiving a repair estimate, there will be a one hour labor charge at the prevailing hourly rate for evaluation plus return freight charges.

At your request, Crossmatch will, for a premium, ship a refurbished unit to you in exchange for the failed unit. Crossmatch will contact you with a price for the exchange after receipt of the failed unit. The shipment will be made when Crossmatch receives a Purchase Order or credit card number from you. You will pay return freight charges, which will be added to the invoice, for the exchange unit. The original returned Equipment will become the property of Crossmatch and will not be returned to you. The refurbished unit will retain the remaining warranty term of the original returned Equipment.