

Media Safe, Inc.

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Standard Warranty

Media Safe, Inc.,(MSI). Warrants it's Secure-One product to be free from manufacturing defects for one (1) year after the original date of delivery. No warranty liability shall arise from damage to or failure of the product due to neglect, accident, misuse, improper installation, improper operation, unauthorized repair, modification or alteration, act of God, vandals, improper packaging for return or an illegal act.

A) Secure-One units should always be used inside a TK-80 or similar rack. The vertical, lateral stabilizer must be fully extended and locked to maintain the warranty. Improper installation of the Secure-One unit inside the TK-80 or similar rack using incorrect tools, or failure to follow the instruction will invalidate this warranty.

B) Any warranty claim shall be in writing and delivered to MSI within Thirty (30) days of notice by or knowledge of the Purchaser of the existence of any claimed defect, and in all events within the above warranty period, otherwise MSI shall incur no liability. All units returned under warranty claims must have an authorization number from MSI and be shipped to the designated return site, or shipment will be refused. No Secure-One unit will be replaced nor credits given until the defective product(s) are received and examined by MSI. MSI will be under no obligation to warrant any damage, which is not described in the notice of claim and/or, any additional damage caused due to improper packaging while being returned to the MSI site.

C) If the product should become defective during the warranty period MSI will repair the product or, at its option, elect to replace it free of charge. In either case, the returned freight will be at no charge to the customer. As a condition of the warranty coverage, the product on any warranty claim shall be shipped collect to MSI warehouse in Atlanta, Georgia, USA or other location that MSI may designate. MSI shall not be liable for any cost of removal or reinstallation pertaining to the defective Secure-One units and such cost will be charged to the purchaser.

D) MSI disclaims warranties on the TK-80 or similar racks into which the Secure-One is installed. MSI also disclaims warranties that are voided due to the installation of the Secure-One unit into the TK-80 or similar racks.

E) MSI makes no other warranties or assertions with products sold in association with the MSI product or products. expressed or implied, distributed and/or manufactured by MSI.

F) MSI's sole liability shall be limited to repair or replacement of the defective goods as stated above and in no event should MSI be liable for any direct, indirect, special, incidental, consequential, punitive damage or delay. The remedies set forth in this instrument are exclusive, and the liability of MSI with respect to any contract of sale or anything done in connection therewith, whether in contract, in tort, under any warranty or otherwise exceed the price of the equipment or part on which the liability is based. This warranty shall apply to all new goods, products manufactured on after January 1, 2004.