

**Limited Warranty for
TRENTON Technology® PICMG® 1.3 Products**

1. Warranty; Warranty Period

TRENTON Technology Inc. (“TRENTON Technology”) warrants, subject to the limitations contained herein, that its PICMG® 1.3 products will be free from defects in material and workmanship for a period of five years from the date of delivery to the original purchaser (the “Warranty Period”).

The warranty on repaired or replaced products is also governed by the terms of this Limited Warranty; *provided, however*, that the Warranty Period on repaired or replaced products will be the greater of: (i) ninety days from the date of shipment of the repaired or replaced product; or (ii) the period of time remaining in the original Warranty Period.

2. Service and Return Policy; Component Obsolescence; Out-of-Warranty Repairs

All repairs performed by TRENTON Technology are made pursuant to the terms of the TRENTON Technology Service & Return Policy (the “Service & Return Policy”). Although all reasonable effort will be made to repair a defective product or replace it with an identical variant, TRENTON Technology reserves the right to replace the product with an alternative variant or an equivalent fit, form, and functional product, as determined in TRENTON Technology’s sole discretion.

Repairs requiring components, assemblies, or other purchased materials may be limited by market availability. While TRENTON Technology will make every effort to honor this Limited Warranty, its provisions, including the length of the Warranty Period, may require modification in the event that an End-of-Life (“EOL”) Notification is issued due to component obsolescence during the Warranty Period. Any such modification in respect of a specific product will be included in the EOL Notification for that product. The Warranty Period for any product purchased after the issuance of an EOL Notification will be the lesser of: (i) five years from the date of delivery to the original purchaser; or (ii) the length of the warranty support period stated in the EOL Notification.

Repairs made after the expiration of the Warranty Period are subject to repair and shipping charges pursuant to the terms of the Service & Return Policy.

3. Disclaimer of Other Warranties

This Limited Warranty is the exclusive warranty given by TRENTON Technology with respect to its PICMG® 1.3 products and supersedes any other warranty, express or implied, including any warranty otherwise arising out of any proposal, specification, or sample, or from course of dealing or performance or usage of trade, or from any prior, contrary, or additional representations, whether oral or written.

TRENTON Technology makes no warranty as to the accuracy, sufficiency, or suitability of any technical or other information provided in connection with its products. Such information is provided “as-is” and the use thereof will be entirely at the risk of the user.

ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY IS HEREBY DISCLAIMED BY TRENTON TECHNOLOGY, TO THE FURTHEST EXTENT PERMITTED UNDER APPLICABLE LAW.

4. Exclusions from Warranty; Eligibility for Warranty Coverage

This Limited Warranty is contingent upon proper and normal use and installation of the product and is void if the product has, whether by accident or intent, been subjected to physical damage, alteration (including the alteration or removal of any original identification markings), neglect, misuse, or abuse, has been altered or repaired by an unauthorized agent, or has been improperly packaged, transported, stored, installed, tested, used, or maintained.

This Limited Warranty does not cover damage or failure due to external causes, including any damage or failure caused by:

- (a) Acts of nature, including flood, erosion, earthquake, or other disaster;
- (b) Any sustained low or high voltage situation or low or high voltage disturbance, including lightning or other power surges, brownouts, sags, spikes, or power outages;
- (c) Environmental conditions, liquids, chemicals, biological infestations, oxidation, corrosion, fire, water, or exposure to the elements or other abnormal conditions of operation;
- (d) Usage not in accordance with product instructions, failure to perform any required preventive maintenance, or any problems caused by use of parts or components not supplied by TRENTON Technology;
- (e) Acts of God, accident, war, acts of terrorism, vandalism, theft, depletion, obsolescence, or any other cause not arising out of defects in materials or workmanship or otherwise beyond the control of TRENTON Technology.

All determinations regarding eligibility for warranty coverage under this Limited Warranty will be made upon inspection and testing by TRENTON Technology and are in its sole discretion.

5. Exclusive Remedies; Exclusion of Damages

The remedy selected by TRENTON Technology in accordance with Section 1 hereof will be the exclusive and sole remedy for any and all loss, damage, expense, or claim as may arise in connection with any TRENTON Technology product resulting from any cause whatsoever, regardless of the legal theory advanced, including any claim based on a defective product, irrespective of whether such defect is discoverable, patent, or latent.

The liability of TRENTON Technology for any defective product will in no event exceed the purchase price thereof. This limitation applies even if TRENTON Technology cannot repair or replace a defective product and the exclusive remedy provided herein fails of its essential purpose. The foregoing limitation of liability will be equally applicable to any service provided by TRENTON Technology.

IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ADVANCED, WILL TRENTON TECHNOLOGY BE LIABLE FOR LOSS OR INADEQUACY OF DATA OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE, USE, OR INABILITY TO USE ANY TRENTON TECHNOLOGY PRODUCT OR ANY INFORMATION PROVIDED THEREWITH. SUCH DAMAGES WILL NOT BE RECOVERABLE EVEN IF THE EXCLUSIVE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6. RoHS Products

TRENTON Technology is not, to its knowledge, using those substances identified in the European Union's Directive on the Restriction of the Use of Certified Hazardous Substances in Electrical and Electronic Equipment (2002/95/EC) (the "RoHS Directive"), in amounts in excess of the RoHS Directive thresholds, in the manufacture of the products listed in the TRENTON Technology RoHS-certified products list, including lead, cadmium, hexavalent chromium, mercury, polybrominated biphenyls, and polybrominated diphenyl ethers.

Inclusion of a product in the TRENTON Technology RoHS-certified products list, the labeling of any product as "RoHS Compatible" or "Pb-free," or any other indication that a product is in compliance with the RoHS Directive shall not give rise to any additional warranty, express or implied, beyond the Limited Warranty contained herein, and does not constitute a warranty that such products will comply with the specific laws and/or regulations adopted in any particular jurisdiction.

7. Miscellaneous

TRENTON Technology reserves the right to modify or discontinue designs, specifications, warranties, prices, and policies without notice, and to make changes or improvements in any product without incurring any obligation to similarly alter products previously purchased.

This Limited Warranty is the entire warranty provided by TRENTON Technology for any TRENTON Technology® PICMG® 1.3 product and no modifications hereof or any additional terms or conditions other than those stated herein shall be binding on TRENTON Technology unless made in: (i) a writing signed by an authorized officer of TRENTON Technology; or (ii) an EOL Notification.

If any provision of this Limited Warranty is found to be invalid or unenforceable, the remainder will continue in full force and effect and such provision will be partially enforced to the maximum extent permitted by law.

No statement or recommendation made or assistance given by TRENTON Technology or its representatives, whether oral or written or contained in any literature or other documentation, in connection with the purchase, use, or installation of any TRENTON Technology product will constitute a waiver by TRENTON Technology of any provision of this Limited Warranty or affect TRENTON Technology's liability as herein defined or subject TRENTON Technology to any liability of any nature whatsoever.

This Limited Warranty will be interpreted, construed, and enforced in all respects in accordance with the internal laws of the State of New York without regard to the conflicts of laws rules or provisions thereof and will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. No action or proceeding arising out of or in connection with this Limited Warranty may be maintained except in either a state or federal court located in Utica, New York, U.S.A.

TRENTON Technology's failure to insist upon the strict performance of any provision of this Limited Warranty will not be deemed to constitute a waiver of its right to insist upon the strict performance of the same or any other provision hereof in the future.

The official text of this Limited Warranty is in the English language and any interpretation or construction of this Limited Warranty will be based thereon. In the event that this Limited Warranty or any document or notice related to it is translated into any other language, the English language version will control.

The word "including", as used herein, is to be read as if followed by the phrase "but not limited to".

PICMG is a registered trademark of the PCI Industrial Computer Manufacturers Group.