

DSSC LIMITED WARRANTY
GENERAL TERMS AND CONDITIONS

Digital Security Solutions Corp. ("DSSC") provides a Limited Warranty on its products against certain defects in materials and workmanship from the date of delivery of its Product(s) to the Customer, subject to certain terms, conditions and exclusions, as set forth and defined below:

1. LIMITED WARRANTY

DSSC warrants that its Product(s) sold to Customer will be free from defects in material and workmanship for a period of twelve (12) months from DSSC's date of delivery of the Product(s) to the Customer. The date of delivery of the Product shall be the date on which DSSC delivers the Product(s) to Customer's designated Freight Forwarder. If the Product does not conform to this Limited Warranty during the warranty period specified above, Customer shall notify DSSC in writing of the claimed defects and demonstrate to DSSC's satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to DSSC within the warranty period, and the defects are of such type and nature as to be covered by this Limited Warranty as determined by DSSC, then DSSC shall, at its own option, repair or replace, the Product(s) covered under the Limited Warranty. The Product(s) to be repaired is to be returned by Customer in either its original packaging or similar packaging that affords an equal degree of protection to the Product. Shipping and installation, if applicable, of the repaired Product(s), replacement Product(s) or replacement parts shall be at the Customer's expense. DSSC SHALL NOT BE OBLIGATED to provide Customer with a substitute product during any repair/replacement time period. THIS LIMITED WARRANTY is made in lieu of all other warranties, express or implied, including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS TO LIMITED WARRANTY.

The following exclusions apply to the Limited Warranty set forth in Section 1 above:

- a. The Limited Warranty only covers the Customer as an original purchaser of the Product(s) from DSSC and SHALL NOT apply to any subsequent purchaser, assignee or other recipient of the Product(s) from Customer.
- b. The Limited Warranty is valid and enforceable only on Product(s) purchased directly from DSSC in the United States of America.
- c. This Limited Warranty SHALL NOT cover any Product(s) that Customer fails to register with DSSC through the submission of a fully completed and executed Product Registration form and Purchase Invoice to DSSC within thirty (30) days of DSSC's date of delivery of Product to Customer.
- d. The Limited Warranty above DOES NOT COVER and DSSC does not warrant against damages or defects arising out of improper or abnormal use or handling of the Product(s); against Customer's failure to operate and/or maintain the Product(s) in accordance with directions contained in owner's manual; against defects or damages arising from improper installation; against defects in products or components not manufactured by DSSC and/or damages arising from products or components not supplied by DSSC; against any injury, loss, damage, defect or malfunction, or failure to function resulting from any accident, acts of God, alterations in the Product(s) by anyone other than DSSC; against any unusual physical, electrical, or electromechanical stress; modifications; neglect; misuse; failure of electric power, air conditioning, or humidity control; transportation; operation with media; and/or against any improper maintenance, unreasonable use, tampering, abuse, omissions, failure or negligence.
- e. All SOFTWARE and accompanying documentation that is furnished with or as part of the Product(s) is furnished "AS IS", without any warranty of any kind. DSSC does not warrant that the operation of the SOFTWARE will be uninterrupted or error free. It is the sole responsibility of Customer to update any SOFTWARE that is furnished with or as part of the Product(s) and to backup any data, software, or other materials that Customer may have stored or preserved in the Product(s). It is likely that such data, software, or other materials will be lost or reformatted during the performance of any repair services by DSSC and DSSC shall not be responsible for any such damage or loss.

- f. The Limited Warranty DOES NOT COVER Products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by DSSC.
- g. The Limited Warranty is void if Product(s) is returned with removed, damaged or tampered labels of if any alterations have been made to Product(s) by Customer itself or a third-party not authorized by DSSC.
- h. All transportation costs and shipping damages, if any, incurred while submitting Product(s) or parts for repair or replacement to DSSC are the sole responsibility of the Customer.
- i. No person other than an officer of DSSC may extend or modify the Limited Warranty herein and no such extension or modification shall be valid or effective unless it is in a writing executed by the President or Vice-President of DSSC. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing herein SHALL NOT be binding on DSSC.

3. **DISCLAIMER OF ALL OTHER WARRANTIES**

EXCEPT FOR THE LIMITED WARRANTY AS STATED IN SECTION 1 ABOVE, DSSC HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES WITH REGARD TO ANY CLAIM OF INFRINGEMENT WHATSOEVER. DSSC HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT ITS PRODUCT(S) IS/ARE COMPATIBLE WITH ANY COMBINATION OF NON-DSSC PRODUCTS CUSTOMER MAY CHOOSE TO CONNECT TO THE PRODUCT.

4. **LIMITATIONS ON LIABILITY**

UNDER NO CIRCUMSTANCE AND IN NO EVENT SHALL DSSC BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF ITS LIMITED WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONIC INFORMATION OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF SUCH DAMAGES ARE FORSEEABLE AND/OR DSSC HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER REPRESENTS AND AGREES THAT ANY CLAIMS WHICH IT MAY ASSERT AGAINST DSSC SHALL BE LIMITED TO THOSE WHICH MAY BE ASSERTED UNDER THE LIMITED WARRANTY IN SECTION 1 ABOVE. IN THE EVENT THAT DSSC IS UNABLE TO REPAIR OR REPLACE THE PRODUCT(S) PURSUANT TO CUSTOMER'S CLAIM UNDER THE LIMITED WARRANTY, THE ENTIRE LIABILITY OF DSSC, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF ANY CLAIM OF ANY KIND WHATSOEVER SHALL BE STRICTLY LIMITED TO AND SHALL NOT BE GREATER THAN THE ACTUAL PAYMENT MADE BY CUSTOMER TO DSSC FOR THE PRODUCT(S) WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

5. **OTHER PROVISIONS**

a. GOVERNING LAW; VENUE. ANY QUESTIONS, ISSUES OR DISPUTES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LIMITED WARRANTY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. THE CUSTOMER IRREVOCABLY CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LIMITED WARRANTY IN SECTION 1 ABOVE, AND ANY OF IT S ACCOMPANYING GENERAL TERMS AND CONDITIONS SHALL BE BROUGHT IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY FLORIDA.

b. IN THE EVENT A SUIT OR ACTION IS FILED TO ENFORCE THIS AGREEMENT OR WITH RESPECT TO THIS AGREEMENT IN ANY WAY, THE PREVAILING PARTY SHALL BE REIMBURSED BY THE OTHER PARTY FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE SUIT OR ACTION, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS AT THE TRIAL LEVEL AND ON APPEAL.