

RFID WARRANTY

Xtreme RFID, a division of Cascade Engineering, Inc. ("Xtreme RFID") warrants that the RFID tags and chips ("RFID Tags") sold by Xtreme RFID shall be free from defects in materials and workmanship for twelve (12) months from the date of shipment from Xtreme RFID's facility. This warranty shall be voided by any alterations, modifications, or unauthorized repairs to the RFID Tags; or, as a result of any abuse, neglect, misuse or the unauthorized resale of the RFID Tags.

Xtreme RFID reserves the right to inspect and verify the existence of a covered defect. To make a Warranty claim, Customer must provide Xtreme RFID with written notice and (at Customer's cost) return the defective RFID Tag to Xtreme RFID within twelve (12) months from the date of shipment.

Xtreme RFID shall, at its option, repair or replace such defective RFID Tags or refund the cost of the RFID Tags. Customer shall be responsible to install replacement RFID Tags, if required. Replacement RFID Tags provided under this warranty are guaranteed only for the remaining period of the original warranty.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, XTREME RFID SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.