

“FIELD MATE” EXPRESS LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT

Where the word “FIELD MATE™” Area Meter appears it means the “FIELD MATE™” Area Meter circuit board which includes a hard ware component and a leased Firmware component and/or Field Mate Download Application, enclosure and wiring assembly only. Does not refer to any additional wiring added to the “FIELD MATE™” Area Meter system during installation. The Firmware running in the “FIELD MATE™” Area Meter and/or Field Mate Download Application is a zero fee leased copy and is not part of the “FIELD MATE™” Area Meter purchase agreement. The Firmware and/or Field Mate Download Application lease runs for the life of the product. G-Tech NZ Ltd remains the sole owner of the Firmware running in the “FIELD MATE™” Area Meter and/or Field Mate Download Application.

Express Limited warranty.

G-TECH NZ LTD warrants the “FIELD MATE™” Area Meter to be free from defects in materials and workmanship for a period of 12 months from the original date of sale to the end user or for a period of eighteen months from the date of factory shipment, whichever is sooner. If the product fails, customers should at their cost return the “FIELD MATE™” Area Meter to G-TECH NZ LTD. At the exclusive option of G-TECH NZ LTD , to either :

- (a) Repair the “FIELD MATE™” Area Meter .
- (b) Replace the “FIELD MATE™” Area Meter .
- (c) If G-TECH NZ LTD is unable to replace / repair or correct firmware or hardware errors, G-TECH NZ LTD will refund the price paid for the “FIELD MATE™” Area Meter .

These are your sole remedies for any breach of warranty.

The warranty does not apply to “FIELD MATE™” Area Meter’s which have been improperly installed, subjected to extremes beyond the limits of G-TECH NZ LTD specifications, or which have been physically damaged. Nor does it apply to “FIELD MATE™” Area Meter’s found to be defective due to abuse, electrical discharge, under temperature, over temperature, improper power application , damage resulting from acts of war or any damage incurred due to acts of nature, salt or fresh water immersion or spray, or improper or unauthorized repair. Freight charges for products returned to G-TECH NZ LTD should be pre-paid by the customer. G-TECH NZ LTD will prepay freight charges for returning the “FIELD MATE™” Area Meter to the customer, provided that the “FIELD MATE™” Area Meter proved defective under the terms and conditions of the warranty.

Note:
Non G-TECH NZ LTD authorized individuals are discouraged from performing repairs on G-TECH NZ LTD products. Opening of the product by unauthorized individuals will void the product warranty. Damage incurred as a result of non G-TECH NZ LTD service attempt will be considered abuse and repairs will not be covered under warranty or standard repair pricing by G-TECH NZ LTD .

Limitation of liability

In no event will G-TECH NZ LTD or any person involved in the creation, production or distribution of the G-TECH NZ LTD “FIELD MATE™” Area Meter be liable to you on account of any claim for any damages including any lost of profits , lost savings, or other special, incidental, consequential, or exemplary damages, including but not limited to any damages assessed against or paid by you to any third party, rising out of the use, liability to use, quality or performance of the G-TECH NZ LTD “FIELD MATE™” Area Meter , even if G-TECH NZ LTD or any such person or entity has been advised of the possibility of damages or for any claim by any other party. *G-TECH NZ LTD total liability under any provision of this agreement is in any case limited to the amount actually paid by you for the “FIELD MATE™” Area meter.*

Description of other rights and limitations.

Limitations on reverse engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, disassemble or upload the Firmware.

Rental. You may not rent or lease the “FIELD MATE™” Area Meter .

Copyright. All title and copyrights in and to the “FIELD MATE™” Area Meter , the accompanying printed material and copies of the firmware are owned by G-TECH NZ LTD. You may not copy the printed material accompanying the “FIELD MATE™” Area Meter . All rights not specifically granted under this agreement are reserved by G-TECH NZ LTD.

ACCEPTANCE OF TERMS

I the under signed Purchaser of the “FIELD MATE™” Area Meter computer have read the above Warranty and Limitations of liability Agreement and agree to the conditions and limitations as stated above.

Unit Serial Number :

Start Date of Agreement :

Purchaser Company Name :

Purchaser Address :

Purchaser Name Printed :

Purchaser Signed :