

IFR LTD

SOFTWARE WARRANTY STATEMENT

Definitions

Any software provided by IFR Ltd is supplied subject to the terms of IFR's Software Licence. This is printed on the reverse of our Quotations, will be found with our shrink-wrap Products and is available on request. Software is defined in the Licence as "Licensed Software" and can be further sub-divided as follows:

"Embedded Software" means Licensed Software that forms part of the Equipment supplied by IFR and without which the Equipment cannot function.

"Add-In Application Software" means Licensed Software that may be loaded separately from time to time into the Equipment to improve or modify its functionality.

"Computer Application Software" means Licensed Software supplied to run on a standard PC or workstation.

Warranty

- 1 IFR certifies that the Licensed Software supplied by IFR will at the time of delivery function substantially in accordance with the applicable Software Product Descriptions, Data Sheets or Product Specifications published by IFR.
- 2 Unless you have purchased or been provided with extended warranty for Embedded Software the warranty period from date of delivery in respect of each type of Licensed Software is
 - (i) Embedded Software
12 months
 - (ii) Add-In Application Software
90 days
 - (iii) Computer Application Software
90 days

- 3 If during the appropriate Warranty Period the Licensed Software does not conform substantially to the above Software Product Descriptions, Data Sheets or Product Specifications, IFR will provide
 - a) In the case of Embedded Software and at IFR's discretion either a fix for the problem or an effective and efficient work around.
 - b) In the case of Add-In Application Software and Computer Application Software and at IFR's discretion replacement of the software or a fix for the problem or an effective and efficient work around.

IFR does not warrant that the operation of any software will be uninterrupted or error free.

Limitation of Warranty

The above Warranty does not apply to:

- (i) Defects resulting from software not supplied by IFR, from unauthorised modification or misuse or from operation outside of the specification.
- (ii) Third party produced Proprietary Software which IFR may deliver with its products, in such case the third party Software Licence Agreement including its warranty terms shall apply.

Exclusive Remedies

The remedies offered above are your sole and exclusive remedies and to the extent permitted by applicable law are in lieu of any implied conditions, guarantees or warranties whatsoever and whether statutory or otherwise as to the software all of which are hereby expressly excluded.