

# CASI Warranty Agreement

CASI Certified Technicians provide all warranty support and services. CASI Certified Technicians have the requisite training and knowledge to provide support in a professional and worker-like manner. CASI utilizes a web-based issue management software platform to generate support tickets and dispatch resources necessary to troubleshoot and rectify issues. All initial requests for support must be submitted through one of our three intake channels: (1.) Online by completing a CASI Support Ticket from the CASI Support Website at [www.casiusa.com/supportform](http://www.casiusa.com/supportform) (2.) Calling the toll-free Technical Support Hotline at (800) 930-3788, or (3.) Sending an email to CASI Technical Support at [support@casiusa.zendesk.com](mailto:support@casiusa.zendesk.com).

The Warranty Commencement Date, herein known as the "Warranty Date," begins upon successful completion of the Customer Acceptance Testing (CAT) and is valid for a period of twelve (12) months unless otherwise specified in the Proposal, where CASI warrants that the Product and Program (collectively, the "Solution") shall perform substantially in accordance with the SRD (the "Performance Warranty") or CASI's written specifications. Subject to the disclaimers herein, if there is a breach of the foregoing Performance Warranty, CASI shall, at its discretion, use CASI Certified Technicians to fix, repair or replace defective parts. The foregoing is the Licensee's sole and exclusive remedy for a breach of the Performance Warranty.

With respect to the products sold ("Product(s)") to the Customer ("Customer"), CASI warrants that a.) Upon payment in full, CASI will transfer the title of the Products to the Customer, and b.) All services provided by CASI will be performed in a good and worker-like manner based on commercially reasonable practices and standards.

Preventative maintenance is required for the continued functionality of the Products, and standard preventative maintenance is the Customer's responsibility. Approved CASI parts should be used for all preventative maintenance. The required preventative maintenance schedule and requirements are found in the "User Guide." Failure to adhere to the preventative maintenance requirements or use of non-CASI parts shall void the Performance Warranty and eliminate any associated support and service benefits contained within.

Defects or problems related to the use of the Solution in a manner inconsistent with the SRD or CASI's written specifications and any changes made to the system, not approved, or performed by CASI, shall void the warranty and eliminate any associated support benefits contained within. Any services work needing to be performed to correct non-approved changes will be billed to the Customer at prevailing CASI Certified Technician and Engineering (if applicable) rates.

CASI WARRANTY SUPPORT REQUIRES REMOTE ACCESS. IF REMOTE ACCESS IS NOT PROVIDED, THEN ANY LABOR REQUIRED TO TRIAGE, TROUBLESHOOT, AND RESOLVE ISSUES, INCLUDING ASSOCIATED TRAVEL TIME AND MATERIALS, WILL BE BILLED TO THE CUSTOMER AT PREVAILING CASI-CERTIFIED TECHNICIAN AND ENGINEERING (IF APPLICABLE) RATES.

During the warranty period, response times on critical issues received Monday through Friday (excluding CASI Holidays) between the hours of 8:00 AM and 3:00 PM CT will be responded to within 2-hour. Critical tickets received outside of this response window will be responded to the next business day. CASI will work continuously during business hours of 8:00 AM and 5:00 PM CT to resolve critical tickets. An issue is considered "critical" if the entire Solution, or critical subpart of the Solution, is unavailable. For non-critical issues, CASI will exert all reasonable efforts to respond within 4 hours during the designated warranty service hours. In addition, CASI will use reasonable efforts during business hours of 8:00 and 5:00 PM CT to resolve non-critical tickets based on CASI-assigned priority.

If, during the Warranty Period, the remote assessment determines an on-site service visit is necessary, CASI will exert all reasonable efforts to dispatch a CASI Certified Technician to your site within 24 hours. Labor during the

standard warranty period is provided Monday through Friday (excluding CASI Holidays) between 8:00 AM and 5:00 PM CT. Travel time to and from the site and materials used during site visit are the Customer's responsibility and will be billed separately.

All warranty service is performed in accordance with CASI's standard policies and procedures, which require open and timely access to the end user's facilities and equipment. To the extent that the Customer specific service requirements increase the time required for a CASI technician to perform warranty services, or if special arrangements are required for a CASI technician to access the equipment to perform maintenance services under this warranty, or if CASI must alter normal service procedures to perform warranty services, additional fees and charges may apply.

*THIS CASI WARRANTY AND THE CASI SUPPORT AND SERVICES AGREEMENT ARE NOT MAINTENANCE AGREEMENTS. THE CUSTOMER IS EXPECTED TO PERFORM PREVENTIVE MAINTENANCE, USING APPROVED CASI PARTS, AND BASIC MECHANICAL TROUBLESHOOTING WITH CASI REMOTE WARRANTY SUPPORT PROVIDING GUIDANCE IF NEEDED. ADDITIONALLY, THE CASI WARRANTY AND SUPPORT AGREEMENTS DO NOT PROVIDE CUSTOMERS THE ABILITY TO REQUEST CHANGES IN SYSTEM FUNCTIONALITY. FUNCTION CHANGE REQUESTS WILL BE QUOTED SEPARATELY AND EXECUTED AS A NEW PROJECT.*

*FURTHER, CASI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS OR PROGRAMS SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS, PROGRAM, AND SOLUTION ARE PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CASI MAKES NO WARRANTY OF ANY KIND THAT PRODUCTS, PROGRAMS, AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.*

*CASI SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY EVENT FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER TO PERSONS, PROPERTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR USE OF THE SOLUTIONS, PROGRAMS, PRODUCTS, OR PARTS SOLD HEREUNDER, OR THEIR USE BY A RESELLER, RESELLER'S CUSTOMER, OR AN END USER OF THE PRODUCTS, OR THE EMPLOYEES OR AGENTS OF ANY OF THEM, WHETHER OR NOT CASI HAS ACTUAL KNOWLEDGE REGARDING THE POSSIBILITY OF SUCH LOSS OR DAMAGE.*

CASI MAY UPDATE THIS CASI WARRANTY AGREEMENT, WHICH IS EFFECTIVE UPON POSTING AT:  
<https://www.casiusa.com/casiterms>. CUSTOMER IS RESPONSIBLE TO REVIEW THE WEBSITE FOR UPDATES.

**Revision control**

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