

## **Nevada Nanotech Systems Inc.**

### **MPS™ Gas Sensor Standard Limited Warranty**

Nevada Nanotech Systems Inc. warrants that the MPS™ Gas Sensor (referred to hereafter as the Product(s)) manufactured and sold by Nevada Nanotech Systems, Inc. will be free from defects in materials and workmanship for a period of two years from the date of original purchase. This warranty is expressly limited to the original owner who purchases the Product directly from Nevada Nanotech Systems, Inc. or from an authorized Nevada Nanotech Systems Distributor and is non-transferrable.

To maintain this limited warranty, the Product must be operated, used, and maintained in accordance with the conditions specified in the applicable MPS™ Gas Sensor Datasheet, the applicable MPS™ Gas Sensor User Manual, and the applicable MPS™ Hazardous Locations User Guide (IS form factor only). Abuse, mechanical damage, alterations, or other operations not done in accordance with these documents voids the Nevada Nanotech Systems Standard Limited Warranty.

With respect to firmware, the obligation of Nevada Nanotech Systems under this limited warranty is limited to a firmware upgrade, performed by Nevada Nanotech Systems, when such upgrade is deemed necessary, solely by Nevada Nanotech Systems, to address a critical safety or functional issue. This warranty is limited to the above and expressly excludes firmware upgrades that include enhanced or modified functionality of features.

Nevada Nanotech Systems does not warrant that the electronic or software operation of the Product will be uninterrupted or error-free, or that all such errors may be corrected. In addition to all other limitations, this limited warranty is limited by and does not apply to the following: (1) Products or parts that have been altered or modified (e.g., to alter functionality or capability) by anyone other than Nevada Nanotech Systems; (2) damage caused by use with another product; (3) damage caused by accident, abuse including exposure to a corrosive environment, misuse, liquid contact, fire, or other external cause; (4) damage caused by operating the Product outside Nevada Nanotech System product guidelines; (5) Products whose electronic module housings have been opened or otherwise tampered with; and (6) defects caused by normal wear and tear or otherwise due to the normal aging of the Product, unless damage has occurred due to a defect in materials or workmanship.

This limited warranty is expressly in lieu of any and all representations, express or implied, including but not limited to the warranty of fitness for a particular purpose. Nevada Nanotech Systems will not be liable for loss or damage of any kind connected to the use of its products or failure of its products to function or operate properly.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS LIMITED WARRANTY, NEVADA NANOTECH SYSTEMS MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NEVADA NANOTECH SYSTEMS OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. NEVADA NANOTECH SYSTEMS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. NEVADA NANOTECH SYSTEMS IS NOT RESPONSIBLE FOR ANY LOSS OF PROFITS OR REVENUES. NEVADA NANOTECH SYSTEMS IS

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NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY YOUR USE OF THE PRODUCT, INCLUDING YOUR FAILURE TO UNDERSTAND THE FUNCTIONALITIES OF THE PRODUCT OR FAILURE TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR YOUR INTENDED USE. IN NO EVENT WILL OUR LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

The foregoing limitations will apply even if any warranty or remedy provided under this Agreement fails of its essential purpose. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or how long an implied warranty lasts, so the above limitations may not apply to you. This limited warranty gives the Purchaser specific legal rights, and the Purchaser may also have other additional rights, which vary from State to State or by countries.

In the event of any dispute regarding the Product, prior to bringing any civil suit, the Purchaser and Nevada Nanotech Systems agree to resolve any Claims by ARBITRATION that must be brought through a mutually acceptable arbitrator in Reno, Nevada. Such arbitration will be conducted under the Commercial Arbitration Rules (Amended and Effective October 1, 2013) of the American Arbitration Association (available at <http://www.adr.org/commercial>). For the purposes of this section, references to “Purchaser” include the original OEM manufacturer, its officers, directors, employees, customers, beneficiaries, and assigns, and references to “Claim” shall include any dispute, claim or controversy arising from or relating to: (1) the Product, whether based in contract; tort; fraud; misrepresentation; state or federal statute, regulation, ordinance; or any other legal or equitable theory, and (2) this limited warranty. There shall be no right or authority for any Claims to be arbitrated on a class action basis. This Dispute Resolution agreement is part of a transaction involving interstate commerce and is governed by the Federal Arbitration Act, which governs its enforcement and interpretation.

No other person or company is authorized to change this limited warranty, and the Purchasers are solely responsible for any other additional warranties regarding any other products that the Products are incorporated into.

To obtain warranty service for the Product, the Purchaser must contact Nevada Nanotech Systems by calling +1 775 972 8943 or emailing [returns@nevadanano.com](mailto:returns@nevadanano.com). Nevada Nanotech Systems will provide a Return Material Authorization (RMA) form for the Purchaser to complete. The Purchaser is responsible for any necessary shipping charges for returned or replaced products and all returns must be clearly marked with the RMA number issued. Nevada Nanotech Systems will decide, at its discretion, to repair or replace any of its Products found to be defective. Any replacement under this limited warranty will only be made with the same or similar product of the same or similar value and will not include cash, credits, or other types of products. All repaired or replacement products will be covered for two years from the date of the original purchase. If Nevada Nanotech Systems determines that the problem with the Product is not covered under this limited warranty, Nevada Nanotech Systems will notify the Purchaser and inform the Purchaser of service or replacement alternatives that are available on a fee basis.