



## 1-Year Hardware Warranty Coverage STISIM Drive™ Warranty

Systems Technology Inc. (STI) warrants to the original purchaser that any part of the hardware system will be free of defects in workmanship and materials for a period of one calendar year from the date of delivery. If any of the components should fail under normal usage during the warranty period, STI will repair or replace the component free-of-charge. The defective component should be shipped to STI (at the user's expense) and STI will either repair or replace the component at its sole discretion. STI will, at all times, attempt to expedite this process to minimize the inconvenience to the user.

The **STISIM Drive™** simulation software and **VDANL™** vehicle dynamics model software (when applicable) is licensed "as is" with all faults and defects. STI will make every attempt to remedy any demonstrable defects in the software when notified of such a defect by the user. STI owns all copyrights and other rights to the **STISIM Drive™** and **VDANL™** (when applicable) programs and documentation.

This warranty excludes any damage caused by any shipment except the shipment to the original purchaser and any damage caused by: impacts, fluids, fire, flood, wind, earthquake, lightning or other similar disaster; unauthorized modifications, attachments or peripherals; improper use, environment, problems with the electrical supply; improper maintenance; any other misuse, abuse, mishandling, software viruses or other software not pre-installed on the computer by STI.

STI shall under no circumstances be liable for any other damages, including but not limited to special, incidental, consequential and other similar claims whether based upon breach of contract, breach of warranty, negligence, absolute or strict liability, or any other similar theories. In no event shall STI be liable for such damages including but not limited to loss of profit, loss of revenue, loss of use of the hardware system, loss of use of related equipment, cost of substitute or replacement equipment, "downtime," purchaser's time, injury to property, and all claims of third parties.

STI specifically disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. This warranty is the exclusive warranty. Any implied warranty that may be imposed by applicable law is limited in all respects to the duration of this limited warranty. This warranty may not be altered by any verbal advice or representation made by or on behalf of STI. This warranty may not be altered by any writing made by or on behalf of STI unless such writing is specifically labeled or termed: "modification to warranty".