

CERTIFICATE OF LIMITED WARRANTY FOR PANTO ENCODER INTERFACE MODULE

This Limited Warranty is given this XX day of XXXX, 2013 by ABM International, Inc., an Illinois corporation ("ABM") to XXXXXXXX, ("Purchaser").

Subject to the exclusions and limitations contained below, ABM warrants to Purchaser that the PANTO Encoder Interface Module, hereinafter referred to as ("Interface Module") furnished hereunder is free from defects or fault in workmanship and material caused by the acts or omissions of ABM for the periods provided herein (collectively, "Warranty Period") from the date of sale of the Interface Module, subject to the terms and conditions set forth herein.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ABM MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ABM, EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF HABITABILITY AND ANY AND ALL OTHER WARRANTIES ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, STATUTE OR CASE LAW AND INURES ONLY TO THE BENEFIT OF THE PURCHASER.

This Limited Warranty is subject to the following terms, conditions, exclusions and limitations, all of which are made a part hereof:

1. WARRANTY PERIOD.

(a) **Ninety (90) Day Interface Module Warranty.** The components of the Interface Module are warranted to be free from manufacturing defects for ninety (90) days from the date of purchase. If any defect appears in these parts within this Warranty Period, ABM will provide free replacement parts. Purchaser shall pay all fees, charges and costs for labor and shipping at such then current and customary rates. The ninety (90) day Interface Module warranty will be invalid if Purchaser does not keep the Machine to which the Interface Module is connected unplugged from the power source when the Machine is not in use. In addition, the use of an ABM approved surge protector or uninterruptable power supply is also required.

2. NOTIFICATION PROCEDURES AND CORRECTION OF DEFECTS.

(a) ABM shall not be obligated to remedy any defects when otherwise required by this Limited Warranty unless and until Purchaser has completed and delivers the warranty registration card to ABM and provides written notice as required herein. Upon receiving the machine registration card ABM will mail an original signed copy of the Limited Warranty to the purchaser. Notwithstanding anything to the contrary herein, the Warranty Period shall not be extended by, nor does the term commence upon, the actual date of completion and delivery of the warranty registration card.

(b) Purchaser shall provide written notice to the ABM distributor or an authorized repair facility, or such other place that may be designated by ABM, of the claimed defect, and deliver the Interface Module freight prepaid to the ABM distributor or an authorized repair facility, or such other place that may be designated by ABM, at Purchaser's sole cost and expense. If the Interface Module is found to be defective, it will be repaired or replaced and returned to Purchaser via Fedex Freight or UPS Freight, or other similar commercial carriers at Purchaser's expense. Any Interface Module tested and proven to be non-defective is subject to service charges.

(c) Provided ABM determines that the Interface Module is defective, ABM agrees to use reasonable diligence to remedy all defects which are covered by this Limited Warranty in a good and workmanlike manner in accordance with acceptable industry standards provided Purchaser has given ABM written notice of such defects during the Warranty Period. ABM shall endeavor to remedy such defects within thirty (30) days following notice or within a reasonable period of time thereafter if ABM shall be unable to complete such work within such thirty (30) day period due to unavoidable delays occasioned by strikes, material shortages, acts of God, adverse weather conditions and other matters not within the reasonable control of ABM. Expedited repair requests are subject to expediting fees, pursuant to ABM's then current and customary rates.

(d) ABM's obligations under this Limited Warranty are limited to providing only replacement parts. Purchaser is responsible for all other costs, fees and expenses. Such costs, fees and expenses may include, but are not limited to: (i) labor charges for service, removal, repair or reinstallation of the Interface Module or any component part; and (ii) shipping, delivery, handling and administrative charges.

3. WARRANTY EXCLUSIONS AND LIMITATIONS. The following exclusions and limitations shall apply to this Limited Warranty:

(a) All chips, cracks, scratches, mars or other like damages (including breakage or cracks) must be identified in the notice, or they shall not be covered by this Limited Warranty.

(b) This Limited Warranty shall not cover ordinary wear and tear, normal deterioration, ordinary maintenance and repairs, damage due to misuse, neglect, vandalism, acts of God or nature, Purchaser's negligence or failure to provide proper maintenance, and/or damage due to any accident, including but not limited to, fire, explosion, smoke, water, windstorm, hail, lightning, flood and earthquake.

(c) This Limited Warranty shall not cover Personal Computers, Tablets, Touchpads or Touch Panel Computers provided by ABM. Please contact the responsible product manufacturer for their Warranty for these specific items. Merchandise covered by manufacturer's warranty is sold with the warranty by the manufacturer extended to the purchases. Other than the manufacturers applicable manufacturer's warranty, or as otherwise provided in these Terms & Conditions, there are no warranties, express or implied for any Computers, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose.

(d) THIS LIMITED WARRANTY SHALL NOT COVER ANY PART OR ITEM WHICH HAS BEEN MODIFIED OR REPAIRED BY PURCHASER OR ANY PARTY OTHER THAN ABM OR TO ANY SOFTWARE, MACHINERY OR EQUIPMENT WHICH ARE PURCHASED, INSTALLED OR CONSTRUCTED PURSUANT TO A SEPARATE CONTRACT OR AGREEMENT BETWEEN THE PURCHASER AND ANY PARTY OTHER THAN ABM.

(e) ABM SHALL NOT BE RESPONSIBLE FOR ANY SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT OR BREACH HEREOF, INCLUDING ANY DAMAGES TO FIXTURES OR PERSONAL PROPERTY AND BODILY INJURY.

ABM DOES NOT WARRANT THAT THE INTERFACE MODULE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY SOFTWARE OTHER THAN THE PANTOVISION™ SOFTWARE. INSTALLATION OF THE INTERFACE MODULE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, MACHINERY, EQUIPMENT OR SERVICES. NO ORAL OR WRITTEN ADVICE PROVIDED BY ABM OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER. YOU MAY HAVE WARRANTY RIGHTS UNDER THE LAW OF YOUR JURISDICTION WHICH MAY NOT BE EXCLUDED, LIMITED OR DISCLAIMED. ABM DOES NOT SEEK TO EXCLUDE, LIMIT OR DISCLAIM YOUR WARRANTY RIGHTS NOT PERMITTED BY LAW.

LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ABM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, CORRUPTION OR LOSS OF DATA, MACHINERY, EQUIPMENT OR COMPUTER FAILURE AND/OR MALFUNCTION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, INABILITY TO USE ANY THIRD PARTY SOFTWARE, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ABM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE LAW IN THE APPLICABLE JURISDICTION.

(f) No steps taken by ABM to correct defects shall act to extend the scope or duration of this Limited Warranty beyond

the Warranty Period. No representative of ABM has the authority to expand or extend the scope or duration of this Limited Warranty or to make verbal agreements with respect thereto. All requests for corrections must be in writing and such notification must be made before the expiration of the Warranty Period.

(g) This Limited Warranty shall not be assignable by Purchaser and any attempted assignment shall be null and void.

(h) ABM shall take every reasonable precaution in packing the Machine to be returned, but ABM is not responsible for goods damaged or lost in transit. Purchaser must make and file any claims with the carrier. Risk of loss for the Interface Module shall pass at point of shipment, F.O.B. Houston, Texas.

4. ABM PANTOVISION™ SOFTWARE. ABM's PANTOVISION™ Software is subject to a separate warranty that can be found at www.abminternational.com

5. NOTICES. Any notices hereunder shall be personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested to the ABM factory repair facility or such other point or place that may be designated by ABM.

6. SEVERABILITY. The invalidity of any agreement, restriction, condition, reservation or any other provisions of this Limited Warranty shall not impair or affect in any manner the validity or effect of the remainder of this Limited Warranty.

Dated this XX day of XXXX, 2013.

ABM:

ABM INTERNATIONAL, INC.,
an Illinois corporation

XXXXXX
By: XXXXXX
Its: XXXXXX



RECEIPT OF CERTIFICATE OF WARRANTY

Date: XXXX, 2013.

On this day, the undersigned Purchaser has received the Certificate of Warranty for the Project. The undersigned agrees that this Certificate of Warranty is in lieu of any warranty of ABM under the Contract or implied at law and shall govern in the event of any conflict or inconsistency between the terms hereof and the Contract.

XXXXXX (name of Purchaser),
a XXXXXX (type of entity)

By: XXXXXX

XXXXXX

Its: XXXXXX

SAMPLE