



DISTRIBUTION PARTNER AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), between MagnaSCI ("**MAGNASCI**"), a Romanian corporation with principal offices at Str.Cocorului Nr.23, Dumbravita, 307160, Romania, and _____ ("DISTRIBUTOR")

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 The following definitions will apply when used in this Agreement:

- (a) "Documentation" means the documentation and related materials accompanying the Products.
- (b) "Product(s)" means those products provided by MAGNASCI from time to time including software.
- (c) "Software" means those software programs that are either self-standing software Products or contained within the hardware Products.
- (d) "Territory" means the list of countries as specified in Exhibit A.

2. GRANT OF DISTRIBUTION RIGHTS

2.1 Distribution. During the term of this Agreement, MAGNASCI grants to DISTRIBUTOR, and DISTRIBUTOR accepts, the right to sell Products and Documentation to customers solely in the Territory subject to the terms and conditions of this Agreement. DISTRIBUTOR may also be authorised by MagnaSCI in writing to handle specific opportunities outside the Territory.

2.2 Software. The Products contain Software, which is licensed, but not sold. All right, title and interest in and to the Software remains in MAGNASCI or its subcontractors. DISTRIBUTOR may not copy, modify, create derivative works, reverse engineer or otherwise derive source code from the Software. The Software is copyrighted.

3. PURCHASE ORDERS AND PRICES

3.1 Order and Acceptance. Orders will be made by means of signed written purchase orders which are mailed or faxed to MAGNASCI. All purchase orders must include a requested shipment date. MAGNASCI will normally accept or reject an order in writing within three (3) business days with a written order acknowledgment. No order will be binding until accepted by MAGNASCI in writing, and MAGNASCI will have no liability to DISTRIBUTOR with respect to purchase orders that are not accepted in writing.

3.2 Terms and Conditions. Unless previously agreed to in writing, all purchases of Products by DISTRIBUTOR from MAGNASCI during the term of this Agreement

will be subject to the terms and conditions of this Agreement which may not be altered by the terms in a DISTRIBUTOR purchase order unless agreed to in writing by MAGNASCI and DISTRIBUTOR.

3.3 Prices. All prices are F.O.B. MAGNASCI's shipping location. Product prices for DISTRIBUTOR (the "Purchase Price") and additional price terms, if any, are listed in Exhibit B. The Purchase Price includes a discount % over MAGNASCI's regular prices ("DISTRIBUTOR Discount"). DISTRIBUTOR Discount shall be maintained in the case of changes in the regular MAGNASCI price list.

(a) Price Increase. MAGNASCI shall have the right to increase prices sixty (60) days after written notice to DISTRIBUTOR. All orders placed prior to the effective date of the increase shall be at the previous price. Orders placed after the effective date of the increase shall be at the new price.

(b) Price Decrease. MAGNASCI shall provide DISTRIBUTOR with thirty (30) days advance written notice of price decreases. MAGNASCI shall grant to DISTRIBUTOR a retroactive price credit for the full amount of any price decrease for Products on order or in transit.

4. SHIPMENT

4.1 Products will be suitably packed for surface or air shipment at MAGNASCI's discretion and will be shipped F.O.B. MAGNASCI's shipping location, at which time risk of loss will pass to DISTRIBUTOR, in MAGNASCI's standard shipping cartons marked for shipment to the address of the DISTRIBUTOR specified in DISTRIBUTOR's purchase order. MAGNASCI will ship according to the carrier designated in DISTRIBUTOR's purchase order. All freight will be paid by DISTRIBUTOR.

4.2 All shipments will be deemed correct unless MAGNASCI receives from DISTRIBUTOR, no later than thirty (30) days after date of receipt of the shipment, a written notice specifying the shipment, the purchase order number, and the exact nature of the discrepancy between the order and the shipment.

5. INVOICING, PAYMENT TERMS, AND TAXES

5.1 Taxes and Customs Duties. DISTRIBUTOR's Purchase Price does not include any governmental taxes, duties or similar charges of any kind that may be applicable to the purchase or transportation of the Products. DISTRIBUTOR will pay all such taxes, duties and charges levied against DISTRIBUTOR (including sales, value-added and similar taxes) and customs duties paid or payable, however designated, levied, or based, in a timely manner. MAGNASCI will provide prompt notice to DISTRIBUTOR of any assessment for which DISTRIBUTOR may be liable hereunder, and will provide to DISTRIBUTOR the opportunity to defend or settle such assessment.

5.2 Payment Terms. MAGNASCI shall invoice DISTRIBUTOR upon dispatch of the Products from their premises and payment of the full invoice will be due within 30 days of the date of MAGNASCI's invoice.

6. TITLE AND SECURITY INTEREST

6.1 Title passes to DISTRIBUTOR for each Product upon delivery of Products to carrier at MAGNASCI's shipping location.

7. MARKETING, ORDER LEAD TIMES, RESCHEDULING AND ALLOCATIONS

7.1 Marketing and Support. DISTRIBUTOR will actively promote and market the Products and will provide its customers with adequate levels of training and support. The level of support that will be provided by DISTRIBUTOR to its customers among the overall support that is provided by MAGNASCI will be discussed and agreed between the Parties. MAGNASCI will assist DISTRIBUTOR and provide its personnel with adequate technical training and support on an ongoing basis as required.

7.2 Warranties. DISTRIBUTOR will make no representations, warranties or guarantees with respect to the Products that are inconsistent with those made by MAGNASCI.

7.3 Order Lead Times, Cancellation, and Reschedule.

(a) MAGNASCI may accept or reject, at its sole discretion, purchase orders requesting shipment less than thirty (30) days from date of the purchase order.

(b) DISTRIBUTOR may reschedule or cancel a delivery of a purchase order, or part thereof, by providing MAGNASCI with thirty (30) days advance written notice, or upon mutual agreement by MAGNASCI and DISTRIBUTOR.

8. LIMITED WARRANTY, PRODUCT SPECIFICATIONS AND RANGE

8.1 Warranty. MAGNASCI warranty terms are as provided in the warranty document attached to the Agreement as Exhibit C.

8.2. DISTRIBUTOR shall not make any modifications to the Products, their packaging, manuals or other accompanying documents or labelling without the prior written consent of MAGNASCI.

8.3. The Products shall comply with the Specifications. MAGNASCI reserves the right to modify the Products and the Specifications at its sole discretion. This right includes the right to introduce new versions of the Product as well as to withdraw any Products or any part thereof from the range of Products.

8.4. MAGNASCI shall notify DISTRIBUTOR in writing of any envisaged Product modification as soon as practicable and no later than 30 days prior to the date in which the modification becomes effective and of any withdrawal of Products or any part thereof from the range of Products (end of life) at least 6 months prior to the date on which such withdrawal becomes effective.

9. RETURNS AND REPLACEMENTS

9.1 Warranty Returns. DISTRIBUTOR will return a Product that is defective or non-conforming during the warranty period specified in Exhibit C, in a suitable shipping carton and will use such carrier as MAGNASCI may specify or, if no such specification is made, DISTRIBUTOR will select the carrier. Freight and insurance and all other costs associated with delivering such Products to MagnaSCI will be borne by DISTRIBUTOR. MAGNASCI will bear freight and insurance and all other costs associated with delivering all such repaired or replacement units to DISTRIBUTOR. Shipment of repair or replacement units to DISTRIBUTOR will be made by MAGNASCI within thirty (30) days from date of receipt of returned Product.

9.2 Exclusion. Notwithstanding the foregoing, MAGNASCI shall not have any warranty obligation in any event that the defective or non-conforming is arising out from:
The modification, alternation or changes to the Products (i)
without prior written approval by MAGNASCI;

The non-compliance with requirements for use, storage and (ii)
disposal of the Products designated by MAGNASCI; or

In any event that DISTRIBUTOR requests the repair or replacement for Products that are defective or non-conforming due to the events specified in this Article 9.2, MAGNASCI will perform such repair or replacement at the expense specified in Exhibit C or a mutually agreed expense, and further send back to DISTRIBUTOR at DISTRIBUTOR's freight, insurance and other costs.

10. TERM AND TERMINATION

10.1 This Agreement will continue in force for one (1) year after the Effective Date and will be automatically renewed for one (1) year periods. Following its first anniversary, this Agreement may be terminated by either party by giving the other party written notice at least ninety (90) days prior to such termination.

10.2 Termination for Cause.

(a) Either party's failure to perform any of its material obligations under the Agreement will be a default. In the event of a default, the nondefaulting party may send a written notice to the defaulting party describing the nature of the default. If the default is not corrected within thirty (30) days from the date of such notice, the nondefaulting party may immediately terminate the Agreement by written notice to the defaulting party.

(b) Without derogating from any remedies that the non-breaching Party may have under this Agreement or under applicable law the Parties agree that : (i) If MAGNASCI terminates the Agreement for default by DISTRIBUTOR, DISTRIBUTOR will pay MAGNASCI for all Products already delivered; and (ii) If MAGNASCI is in default, DISTRIBUTOR is under no obligation to accept further delivery of Products following the termination date.

10.3 Termination for Insolvency. Each of the Parties shall have an immediate right to terminate this agreement (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of debt, (ii) following either party's making an assignment for the benefit of creditors, or (iii) following either party's dissolution.

10.4 Return of Materials. All of MAGNASCI's trademarks, Confidential Information, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, samples, literature, and sales aides of every kind will remain the property of MAGNASCI. Within thirty (30) days after the termination of this Agreement, DISTRIBUTOR will return or destroy all such items in its possession or prepare the same for shipment, as MAGNASCI may direct, and MAGNASCI may request DISTRIBUTOR for a certificate of such destruction. DISTRIBUTOR will not make or retain any copies of any confidential items or information which may have been entrusted to it. Effective upon the termination of this Agreement, DISTRIBUTOR will cease to use all trademarks and trade names of MAGNASCI.

10.5 Execution of Open Orders and Leads. Purchase orders accepted by MAGNASCI prior to termination however not yet executed ("Outstanding Orders"), will be honored by MAGNASCI and duly and fully executed. DISTRIBUTOR shall provide MAGNASCI with detailed information of any such Outstanding Orders and DISTRIBUTOR shall be entitled to complete these orders. In the event that DISTRIBUTOR has insufficient stock to deliver the Outstanding Orders or any thereof, MAGNASCI shall provide DISTRIBUTOR with Products to enable full and due delivery, if DISTRIBUTOR so desires. DISTRIBUTOR shall also be entitled to execute any sell leads DISTRIBUTOR received prior to termination.

10.6 Survival of Certain Terms. The provisions of Sections 5.1, 6, 8, 9.1, 9.2, 10.4, 10.5, 11, 12.2, 13 and 14, will survive the termination of this Agreement for any reason. All other rights and obligations of the parties will cease upon termination of this Agreement.

11. PROPRIETARY RIGHTS AND CONFIDENTIALITY

11.1 Proprietary Rights. MAGNASCI does not grant to DISTRIBUTOR any right, title or interest in or to the intellectual property rights embodied in the Products now or in the future covered by this Agreement or in or to any of MAGNASCI's patents, trademarks, trade names, inventions, copyrights, know how, and trade secrets relating to the design, manufacture, operation or service of the Products or Documentation. Upon termination of this Agreement for any reason, such authorization will cease.

11.2 License Conveys No Right to Manufacture or Copy. The Products are offered and are sold by MAGNASCI subject, in every case, to the condition that such sale (and license of Software) does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Products. Notwithstanding the foregoing, in the event of any software update or upgrade MAGNASCI will provide to DISTRIBUTOR a mutually agreed means to update Products in DISTRIBUTOR's inventory as of the effective date of the change.

11.3 Confidentiality

(a) The parties acknowledge that by reason of their relationship to each other hereunder each will have access to certain information and materials concerning the other's business, plans, customers, technology, and/or products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Each party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the other party, and will take every reasonable precaution to protect the confidentiality of such information and no less precautions than it takes

to protect its own confidential information. Upon request by either party, the other party will advise whether or not it considers any particular information or materials to be Confidential Information. In the event of termination of this Agreement, for a period of two (2) years after the date of termination there will be no use or disclosure by a party of any Confidential Information of the other party, and neither party will manufacture or have manufactured any devices, components or assemblies utilizing the other party's Confidential Information.

(b) Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is independently developed by a party without the use of any Confidential Information of the other party; (iv) is approved for release in writing by the disclosing party; or (v) is required by the order or requirement of a court or governmental agency. Upon request, each party will advise the other whether or not it considers any particular information or materials to be Confidential Information.

11.4 Proprietary Notices. DISTRIBUTOR will not remove, alter or obstruct any copyright and other proprietary notices included in the Products by MAGNASCI, and will include in the Products such other notices as MAGNASCI may reasonably request.

12. TRADEMARKS AND TRADE NAMES

12.1 Right to Use Marks. During the term of this Agreement, DISTRIBUTOR will have the right to advertise the Products under the trademarks, marks and trade names that MAGNASCI may adopt from time to time ("MAGNASCI Trademarks"). DISTRIBUTOR may utilize MAGNASCI's Trademarks in any advertising, promotional materials and other documentation for the Products. DISTRIBUTOR will not alter or remove any MAGNASCI Trademarks applied to the Products at the factory. Nothing in this Agreement will grant to DISTRIBUTOR any right, title or interest in the MAGNASCI Trademarks. At no time during or after the term of this Agreement shall DISTRIBUTOR challenge or assist others to challenge MAGNASCI Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to MAGNASCI. All trademarks, trade names, patents, copyrights, designs, drawings, intellectual property, formulas or other data photographs, literature and sales aids of every kind shall be and remain the property of MAGNASCI.

12.2 Termination. Upon termination of this Agreement for any reason, DISTRIBUTOR will cease to use as soon as practicable thereafter, all MAGNASCI Trademarks.

13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

13.1 Warranty. MAGNASCI warrants to DISTRIBUTOR that, the Products do not infringe any known copyright, trade secret, trademark or any other third party rights. MAGNASCI will provide DISTRIBUTOR with a prompt written notice in case of any alleged IP infringement related to the Products.

(a) Exclusions. This warranty explicitly excludes any claim based on (i) a use of other than the current release of the Products if the infringement would have been avoided by use of the current release; (ii) modification of the Products not authorized by MAGNASCI; (iii) the combination or use of the materials furnished hereunder with materials not furnished by MAGNASCI if such infringement would have been avoided by the use of the MAGNASCI materials alone.

13.2 Indemnification. MAGNASCI shall indemnify and hold harmless DISTRIBUTOR, its officers and employees for any cost, liability or damage with respect to an alleged breach of the warranty contained in Section 13. DISTRIBUTOR agrees that MAGNASCI has the right to defend, or at its option to settle, and MAGNASCI agrees, at its own expense, to defend or at its option to settle, any claim, suit or proceeding brought against DISTRIBUTOR, its Officers or employees on the issue of any breach of the warranty contained in Section 13, subject to the limitations set forth herein. MAGNASCI will be entitled to appoint a lawyer on its behalf to lead any such action or settlement negotiations, and MAGNASCI agrees to pay any final judgment entered against DISTRIBUTOR, its officers or employees on such issue in any such suit or proceeding defended by MAGNASCI. DISTRIBUTOR shall notify MAGNASCI promptly in writing of such claim, suit or proceeding and shall give MAGNASCI authority to proceed as contemplated herein, and, at MAGNASCI's expense, shall provide MAGNASCI proper and full information and assistance to settle and/or defend any such claim, suit or proceeding for infringement of any copyright, trade secret, trademark or any other third party rights.

14 GENERAL PROVISIONS

14.1 Independent Contractors. The relationship of MAGNASCI and DISTRIBUTOR established by the Agreement is that of independent contractors, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

14.2 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of England without reference to its conflicts of law provisions.

14.3 Arbitration. Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration under the Rules of the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this clause. The Proceedings shall take place in London and shall be conducted in English. The number of arbitrators shall be one. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

14.4 Notices. Any notice required or permitted by this Agreement will be in writing and will be sent by prepaid registered or certified mail, return receipt requested, or by Federal Express or similar overnight courier that provides a record of delivery, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Notices may also be sent by facsimile if confirming notice is sent according to the provisions of this subsection. Such notice will be deemed to have been given when delivered or, if delivery is not accomplished by some fault of the addressee, when tendered.

14.5 Force Majeure. Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the

reasonable control and not caused by the negligence of the non-performing party. In the event of any such delay of the date of delivery or performance hereunder shall be extended by a period equal to the time lost by reason of such delay. In the event of such failure or delay, the party so affected shall immediately provide notice to the other party of such date the nature or such act of God and the anticipated period of time during which such act of God conditions are expected to persist.

14.6 Nonassignability and Binding Effect. Each of the Parties agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly (including assignment by operation of law) without the prior written consent of the other party, except to a successor in interest to all (or substantially all) of the first party's business (whether by operation of law or otherwise). Subject to the foregoing sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14.7 Partial Invalidity. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and be bound by the mutually agreed substitute provision.

14.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

14.9 No Waiver. No waiver of any term or condition of this Agreement will be valid or binding on either party unless the same will have been mutually assented to in writing by an officer of both parties. The failure of either party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

14.10 ENTIRE AGREEMENT. THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO MODIFICATION OF OR AMENDMENT TO THIS AGREEMENT, NOR ANY WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT, WILL BE EFFECTIVE UNLESS IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement.

MAGNASCI SRL

DISTRIBUTOR _____

By: _____

By: _____

RADU MOTISAN
(Print Name)

(Print Name)

Title: CEO

Title:

EXHIBIT B

DISTRIBUTOR PRICES

Products Prices:

The following quantities are relating to comulative quantities over time and not to a single order.

	Qty	model A	model KIT1	model D	model A3	model INDUSTRIAL	model SMOGGIE	model CITY
List Price USD	1	389	249	749	589	1749	199	3749
Partner Price USD	1-10	10%						
	11-100	15%						
	101-1000	20%						
	`1000+	TBD						

Sensors' Data Ownership and Prices:

The following applies to the generated data from the sensors:

- All data remains property of MAGNASCI

- The data is encrypted all the way from the device to the uRADMonitor backend. For cases where the data will be considered confidential, MAGNASCI will offer an option to mark the data as private / confidential, so it wouldn't be accessible by other parties.

- End users (partner's customers) have the right to freely access data generated by their units via the uRADMonitor cloud and/or the provided API with no charge. Using custom dashboards is possible as well.

- Distributing or Selling the data to third parties is possible only with an additional licensing agreement between DISTRIBUTOR and MAGNASCI.

EXHIBIT C

MAGNASCI WARRANTY TERMS

Covered Products

uRADMonitor model A	.1
uRADMonitor model KIT1	.2
uRADMonitor model D	.3
uRADMonitor model A3	.4
uRADMonitor model INDUSTRIAL , CITY	.5
uRADMonitor SMOGGIE	.6

The warranty obligations of MagnaSCI SRL ("MAGNASCI") for these product are limited to the terms set forth below:

What is Covered

This limited warranty covers defects in materials and workmanship in this product.

What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product either hardware or software, any repairs attempted by anyone unauthorized by MAGNASCI to make such repairs, firmware tampering or unauthorized upgrades, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product under normal use. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product.

Without limiting any other exclusion herein, MAGNASCI does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

How Long this Coverage Lasts

The standard limited warranty for MAGNASCI products is one (1) year from the date of original purchase. An extended warranty for an additional one (1) year can be purchased separately at 15% value of the purchase price.

For DISTRIBUTOR's inventory products the warranty term shall commence from the date of delivery to the customer. DISTRIBUTOR will notify MAGNASCI in writing with the product details, S/N and shipment date.

Who is Covered

Only the reseller and the original purchaser (both "CUSTOMER", "YOU") of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

What MAGNASCI Will Do

MAGNASCI will, at its sole option, provide one of the following three remedies to whatever extent reasonably necessary to satisfy a proper claim under this limited warranty:

Repair or facilitate the repair of any defective parts within a reasonable period of time, .1
free of any charge for the necessary parts and labor to complete the repair and restore
this product to its proper operating condition. MAGNASCI will also pay the shipping
costs necessary to return this product once the repair is complete.

Replace this product with a direct replacement or if agreed in advance with the .2
CUSTOMER with a similar product that performs the same function as the original
product.

MAGNASCI will also pay the shipping costs necessary to ship this product to the
CUSTOMER.

Issue a refund of the original purchase price. .3

What MAGNASCI Will Not Do Under This Limited Warranty

If this product is returned to MAGNASCI or the authorized dealer from which it was purchased
or any other party authorized to repair MAGNASCI products, this product must be insured
during shipment, with the insurance and shipping charges prepaid by you. If this product is
returned uninsured, you assume all risks of loss or damage during shipment. MAGNASCI will
not be responsible for any costs related to the removal or re-installation of this product from or
into any installation. MAGNASCI will not be responsible for any costs related to any setting up
this product, any adjustment of user controls or any programming required for a specific
installation of this product.

How to Obtain a Remedy Under This Limited Warranty

To obtain a remedy under this limited warranty, you must contact either the authorized
MAGNASCI reseller from whom you purchased this product or the MAGNASCI office nearest
you. For a list of locations visit our product website at www.uradmonitor.com

In order to pursue any remedy under this limited warranty, the CUSTOMER must possess an
original, dated receipt as proof of purchase from an authorized MAGNASCI reseller. If this
product is returned under this limited warranty, a return authorization number, obtained from
MAGNASCI, will be required (RMA number). You may also be directed to an authorized reseller
or a person authorized by MAGNASCI to repair the product.

If it is decided that this product should be returned directly to MAGNASCI, this product should
be properly packed, preferably in the original carton, for shipping. Cartons not bearing a return
authorization number will be refused.

Limitation of Liability

THE MAXIMUM LIABILITY OF MAGNASCI UNDER THIS LIMITED WARRANTY SHALL NOT
EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM
EXTENT PERMITTED BY LAW, MAGNASCI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL,
INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF
WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. Some countries,
districts or states do not allow the exclusion or limitation of relief, special, incidental,
consequential or indirect damages, or the limitation of liability to specified amounts, so the
above limitations or exclusions may not apply to you.

Exclusive Remedy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE
REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER
WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS
OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGNASCI SPECIFICALLY
DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION,
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF

MAGNASCI CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW.

Other Conditions

This limited warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state.

This limited warranty is void if (i) the label bearing the serial number of this product has been removed or defaced, (ii) the product is not distributed by MAGNASCI or (iii) this product is not purchased from an authorized MAGNASCI reseller. If you are unsure whether a reseller is an authorized MAGNASCI reseller, visit our product web site at www.uradmonitor.com or contact MAGNASCI.

Your rights under this limited warranty are not diminished if you do not complete and return the product registration form or complete and submit the online product registration form. MAGNASCI thanks you for purchasing a MAGNASCI product. We hope it will give you years of satisfaction.