LIMITED WARRANTY

This Limited Warranty (the “Warranty”) is made and effective [DATE],

**BETWEEN: [CUSTOMER NAME]** (the "Customer"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

**AND: [SOFTWARE COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

**RECITALS**

WHEREAS, the Company has developed certain computer programmes and related documentation and desires to grant the Customer the right to use the Software.

WHEREAS, the Customer wishes to use the Software under the conditions of this Limited Warranty.

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties agree as follows:

1. **LIMITED WARRANTY**

The Company warrants that

1.1  its [NAME OF PRODUCT] software (the “Software”) will perform substantially in accordance with the accompanying written materials for a period of [NUMBER] days from the date of receipt and

1.2  that the medium on which the Software is contained will be free from defects in materials and workmanship under normal use and service for a period of [NUMBER] year. In the event applicable law imposes any implied warranties, the implied warranty period is limited to [NUMBER] days from the date of receipt. Some jurisdictions do not allow such limitations on duration of an implied warranty, so the above limitation may not apply to the Customer.

1. **CUSTOMER REMEDIES**

The Company and its suppliers’ entire liability and Customer’s exclusive remedy shall be, at the Company’s option, either (

2.1  return of the price paid for the Software, or

2.2  repair or replacement of the Software that does not meet this Limited Warranty and which is returned to the Company with a copy of Customer’s receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty [NUMBER] days, whichever is longer.

1. **NO OTHER WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE AND ANY RELATED WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION.

1. **NO LIABILITY FOR DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OFBUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY AND ITS SUPPLIERS’ ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title