



The following sets forth Impinj's standard limited warranty terms current as of the revision date below. Impinj reserves the right to update these terms from time to time. Any updated terms and conditions shall apply to all purchases after the revision date of the updated terms and conditions.

LIMITED HARDWARE WARRANTY AND DISCLAIMER

1. Limited Hardware Warranty. Impinj warrants to Buyer that the Impinj product hardware will substantially conform to Impinj's then-current published specifications for such product hardware. This limited warranty lasts:

(a) 1 year from the date of shipment to Buyer for finished semiconductor products (including but not limited to chips, inlays or inlets), but in no event for more than 15 months from the date of shipment by Impinj;

(b) 180 days from the date of shipment by Impinj for products sold in die or wafer form (excluding die adhesion claims) provided Buyer performs incoming inspections specified by Impinj; otherwise, 90 days;

(c) 90 days from the date of shipment by Impinj for products sold in die or wafer form with respect to claims related to die adhesion on the wafer carrier tape;

(d) 90 days from the date of shipment to Buyer for cables, power supplies, antennas and other accessories provided as part of or that work with an Impinj RFID reader product (excluding any software), but in no event for more than 6 months from the date of shipment by Impinj; and

(e) 1 year from the date of shipment to Buyer for all other portions of an Impinj RFID reader product, but in no event for more than 15 months from the date of shipment by Impinj.

A Buyer for a finished semiconductor product and products sold in die or wafer form is defined as an OEM who purchases directly from Impinj or indirectly through an authorized Impinj distributor. A Buyer for Impinj RFID reader products and accessories is defined as an end user who purchases directly from Impinj or a reseller/OEM who purchases directly from Impinj or indirectly through an authorized Impinj distributor. The date of shipment by Impinj is set forth on the packaging material in which the Impinj product is shipped. This limited warranty extends only to Buyer, except that a reseller/OEM purchasing an Impinj RFID reader product or accessory may pass through this limited warranty to its direct end user customer of the product or accessory (with the shipment date to Buyer corresponding to the shipment date to reseller/OEM).

2. Warranty Services, Procedures and Exclusions.

2.1 If Buyer purchases an Impinj product through a third party, Buyer shall coordinate with such third party for any warranty service request from Impinj. If Buyer believes, after reasonable investigation, that an Impinj product failure is covered by the warranty above, Buyer should contact the company from which it purchased the Impinj product. Buyer shall provide sufficient information to enable Impinj support personnel to determine the cause of the failure. Impinj may require Buyer to return the Impinj product for further evaluation.

2.2 If an Impinj product is to be returned to Impinj, Buyer shall, at its expense, return the Impinj product in accordance with Impinj's instructions, including use of the Return Material Authorization (RMA) number assigned by Impinj. Impinj's obligations under this limited warranty are: (a) subject to Buyer's compliance with Impinj's then-current RMA procedures; (b) subject to Buyer's written notice to Impinj's of a warranty claim during the applicable warranty period; and (c) limited to Impinj products that are received by Impinj no later than four weeks following the last day of the applicable warranty period and are determined by the Impinj to be covered by the warranty provided in these terms. Impinj will make the final determination as to whether an Impinj product is defective.

2.3 If Impinj determines, after an examination of the returned Impinj product, that a returned Impinj product is not defective under the warranty, then Buyer will be notified, the Impinj product will be returned at Buyer's expense and Buyer will pay for Impinj for its examination and/or testing of by Impinj at its rates then in effect. Impinj may offer out-of-warranty repair services for Impinj products at rates then in effect.

2.4 If Impinj reasonably confirms that an Impinj product is defective under the warranty and not covered by the exclusions below, then Impinj shall, at its option and expense and in accordance with these terms, either: (a) repair the Impinj product; (b) replace the Impinj product; or (c) issue a credit or refund for the amount paid by Buyer for the Impinj product. If Impinj elects to repair or replace an Impinj product, Impinj will have a reasonable time to repair the Impinj product or provide a replacement. Impinj shall also issue a credit or refund for Buyer's reasonable shipping expenses actually incurred to return the defective Impinj product to Impinj. Overnight shipping charges shall not be reimbursed unless expressly approved by Impinj at time of RMA authorization.

2.5 All Impinj products or hardware components repaired or replaced under warranty shall be warranted for the remainder of the warranty period or 90 days (or 14 days with respect to die adhesion claims for Impinj products sold in die or wafer form), whichever is greater. Repaired or replaced Impinj products may contain used or refurbished parts.

2.6 The warranty and remedies set forth in these terms shall not apply to: (a) software, firmware, or non-hardware related problems; (b) products that are as prototype, experimental, samples, risk, or beta or sold "as is"; (c) alterations, repairs or modifications of, or additions to, Impinj products made by parties other than Impinj; (d) use of Impinj products in a manner for which they were not designed or other than as specified in the applicable technical specifications; (e) the combination, use, or interconnection of the Impinj products with accessories not provided by Impinj; (f) abnormal usage or misuse of the Impinj products, including, but not limited to, accident, electrical stress, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Impinj products; (g) installation or maintenance of wiring, circuits, electrical conduits, or devices external to the Impinj products; (h) failure to provide and continually maintain adequate electrical power, air conditioning, and humidity controls in accordance with Impinj product requirements; (i) failure to follow any other instructions provided by Impinj, including, without limitation, any handling, storing, testing, installation, processing and operating instructions; (j) reseller's or a third party's negligence or defects that are caused or introduced by any entity other than Impinj; or (k) Impinj products sold through unauthorized sales channels.

2.7 This Section 2 sets forth Buyer's exclusive remedy, and Impinj's entire liability in contract, tort, or otherwise for any breach of warranty for any Impinj product sold by Impinj to Buyer.

3. DISCLAIMER.

Buyer understands that semiconductor products in die or wafer form are highly sensitive to environmental conditions and assumes all responsibility for the proper handling, storage, testing, installation, assembly, operation, maintenance and quality control of such die or wafer products.

Testing and quality control techniques are used to the extent that Impinj deems necessary. Impinj does not necessarily test all parameters of each Impinj product.

Buyer agrees to thoroughly test its finished products that integrate Impinj products prior to the sales of such finished products. In addition, Impinj shall have no liability to Buyer to the extent such failure is caused by incompatibility with other components used by Buyer.

Impinj may provide technical, applications or design advice, quality characterization, reliability data or other services. Impinj agrees that providing these services will not expand or otherwise alter Impinj's limited warranty, as set forth in these terms.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE, IMPINJ MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. IMPINJ EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, ANY ARISING IN THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, AND ANY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE IMPINJ PRODUCTS. IMPINJ DOES NOT WARRANT THAT THE IMPINJ PRODUCTS WILL MEET BUYER'S REQUIREMENTS, ARE ERROR-FREE OR THAT OPERATION OF THE IMPINJ PRODUCTS SHALL BE SECURE OR UNINTERRUPTED. IMPINJ EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED ON END USERS' USE OF THE IMPINJ PRODUCTS. IMPINJ SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING IF BUYER'S REMEDY SET FORTH IN SECTION 2 SHALL FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF IMPINJ TO ANY THIRD PARTY, EXCEPT AS EXPRESSLY SPECIFIED IN THESE TERMS.