

AIRVINE SCIENTIFIC INC., PRODUCTS LIMITED HARDWARE WARRANTY STATEMENT

Airvine Scientific Inc., (Airvine) provides a “Limited One-Year Hardware Warranty” for their products.

LIMITED HARDWARE WARRANTY

For the Limited One-Year Hardware Warranty, the warranty period is a period of one (1) year following the date of Airvine shipment of the Product, so long as the Product remains in the possession of the original purchasing Customer. Subject to the provisions herein, Airvine warrants to the original purchasing Customer, that for the applicable warranty period identified above, the Products (excluding the software components) will be free from defects in materials and workmanship and will operate substantially in accordance with the accompanying Product Documentation. As used herein, a “Customer” is defined as the individual end-user who is not a distributor, reseller, or retailer, but purchases the Products for his/her own use. If Airvine receives notice of a defect in any hardware Product covered by the foregoing hardware warranty, Airvine will, at its option, repair or replace the affected Product with the same or a substantially equivalent product. In the event Airvine is unable, within a commercially reasonable period of time, to repair, replace or correct the non-conformance to warranted condition, Airvine will refund the original purchase price upon return of the Product. Replacement products may be new, refurbished or contain refurbished materials. This hardware warranty extends only to the original purchasing Customer of the Product and may not be transferred to any other party.

OBTAINING WARRANTY SERVICE

To obtain the benefit of the foregoing limited warranties, the original purchasing Customer must follow the process documented in the Airvine Warranty Guidelines, which include instructions for obtaining a Return Materials Authorization (RMA) number. A warranty claim can be initiated at: airvine.com/support/warranty/

The RMA process will ensure Airvine is prepared to receive the affected Product. Should upgraded replacement options apply, the RMA process will initiate those options.

WARRANTY DISCLAIMERS

- a. Airvine does not warrant that the operation of the Products will be error free or uninterrupted, or that the product will meet specifications defined by a party other than Airvine.
- b. These limited hardware warranties do not apply if, in the judgment of Airvine: (i) the Product failure is attributable to damage from shipment, handling, storage, accident, negligence, abuse or misuse (including, without limitation, use outside the recommended environment); (ii) the Product has been used or maintained in a manner not conforming to Product manual instructions or has been modified or altered in any way; (iii) is repaired or modified by anyone other than Airvine or a Airvine authorized company; or (iv) the Serial Number or MAC address on the Product has been removed or defaced.

c. THE LIMITED HARDWARE WARRANTIES AND EXPRESS REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. AIRVINE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. IF THE PRODUCTS DO NOT PERFORM AND OPERATE AS WARRANTED, AIRVINE' SOLE LIABILITY AND YOUR EXCLUSIVE REMEDIES SHALL BE THE ONES SET FORTH HEREIN.

This disclaimer applies even if the express warranty fails of its essential purpose. Some jurisdictions do not allow exclusions of certain implied warranties or limitations on how long an implied warranty lasts, so some of the above limitations may not apply to you.

LIMITATION OF LIABILITY

AIRVINE AND ITS SUPPLIERS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, DATA OR REVENUES, OR THE COSTS OF REPLACEMENT OR SUBSTITUTE PRODUCTS, ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE PRODUCTS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF AIRVINE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AIRVINE' TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCT UPON WHICH LIABILITY IS BASED.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

GOVERNING LAWS AND YOUR RIGHTS

The laws of the State of California shall govern these warranties and all disputes that may arise from them. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty and is strictly excluded. You hereby agree to all terms of this warranty in the English language. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction, some of which are noted

RMA PROCESS:

To obtain the benefit of the foregoing limited warranties, the original purchasing Customer must follow the process documented in the Airvine Warranty Guidelines, which include instructions for obtaining a Return Materials Authorization (RMA) number. A warranty claim can be initiated at: <https://support.airvine.com/contact-us>.

The Warranty claim form will require the purchasing Customer to provide the device identification number, the MAC address, date of purchase and the place purchased from

(Authorized Reseller or Distributor of Airvine). This form will also provide the address for the authorized RMA center located in Texas, USA for shipping the product.

On receipt of the defective product, Airvine RMA center will confirm the applicability of the limited hardware warranty and provide an estimate of time to repair/replace the product.

Address to ship the products for Warranty covered repairs or replacements:

Airvine RMA Center
2010 Merritt Dr.,
Garland Texas 75041, USA