

Hardware Warranty Document

Version 1.3

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lumos
CONTROLS
A WISILICA BRAND



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1 Limited Warranty

This Limited Warranty for Hardware (this “Limited Warranty”) sets forth the terms by which WiSilica Inc. (“WiSilica”) will repair or replace WiSilica-manufactured Products that contain defects in material and workmanship that cause the Products to fail to conform with the applicable WiSilica-published specifications (collectively, the “Defects”). This Limited Warranty covers WiSilica-manufactured hardware (the “Hardware”) and sometimes referred to in this Limited Warranty as the “Products”. This Limited Warranty is available only to WiSilica’s immediate customers (the “Customer”) and solely covers Products purchased from WiSilica.

1.1 Coverage Periods

“Hardware Coverage Period” means 5 years from the initial date Hardware is shipped by WiSilica or its designee.

1.2 Hardware

During the Hardware Coverage Period, WiSilica will, at its option, repair or replace such Hardware determined by WiSilica to have a Defect provided that:(a) the Hardware has been used within normal operating conditions; (b) the Customer notifies the WiSilica technical support team (“Technical Support”) of the suspected Defect during the Hardware Coverage Period;(c) Technical Support validates the Defect; and (d) Customer complies with this Limited Warranty. WiSilica may, at its option, repair or replace any such Hardware with validated Defects with new or equivalent-to-new components or hardware with equivalent fit, form, and function without any cost. Any Hardware without validated Defects will be repaired at Customer’s expense and at WiSilica’s then-current service rates.

Process: Customer must first contact Technical Support to obtain approval to return Hardware that Customers suspects has a Defect. Following Technical Support’s approval of Customer’s return of such Hardware, Technical Support will provide Customer with a WiSilica Return Materials Approval (“RMA”) number that Customer must include when shipping the suspect Hardware back to the location designated by Technical Support. Customer is responsible for shipping the suspect Hardware, in either its original packaging or packaging affording an equal degree of protection, to WiSilica’s designated location. Customer will pay the freight and any corresponding customs, taxes, duties, or other fees related to the return of the suspect Hardware to WiSilica’s designated location. Any Hardware returned to WiSilica will become WiSilica property upon shipment of the Replacement Unit. Within 10 business days of WiSilica’s receipt of the suspect Hardware, WiSilica will ship a Replacement Unit to Customer. Each Replacement Unit is covered by this Limited Warranty for the longer of (a) the remainder of the original Hardware Coverage Period; or (b) ninety days from the Replacement unit shipment date. WiSilica will pay the freight associated with the Replacement Unit shipment, but Customer will be responsible for any corresponding customs, taxes, duties, or related fees.

1.3 Limitations

This Limited Warranty is non-transferable and only covers Defects. This Limited Warranty does not cover issues caused by (a) Customer’s failure to implement firmware updates; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) modifications of or to any part of the Products; (g) accident or damage; or (h) use of the Software other than as permitted in the WiSilica End User License Agreement.(i)

Warranties do not include normal depletion of consumable parts such as batteries or straps. Further, this Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. WiSilica may require Customer to provide proof of purchase by Customer and the applicable shipment date.

1.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN THE PRODUCTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. TO THE EXTENT PERMITTED BY LAW, WISILICA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD. THIS LIMITED WARRANTY SUPERSEDES ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN WISILICA SALES LITERATURE OR ADVICE GIVEN BY WISILICA, ANY WISILICA AUTHORIZED CHANNEL PARTNER, OR AN AGENT OR EMPLOYEE THEREOF— THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE PURCHASE OF A PRODUCT. NO CHANGE TO THIS LIMITED WARRANTY IS VALID UNLESS IT IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF WISILICA.

1.5 Limitations of Liability

WISILICA WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH THE PRODUCTS. IF A PRODUCT CONTAINS A DEFECT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT. WISILICA'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY PRODUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF WISILICA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS LIMITED WARRANTY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

1.6 Force Majeure

Notwithstanding any other provision of this Agreement, WiSilica will have no liability for any cessation, interruption, or delay in the performance of its obligations under this Limited Warranty due to causes beyond its reasonable control including: natural disaster, act of God, act of government, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, war, or armed conflict.