



## THINKRF CORPORATION WARRANTY TERMS

**WARRANTY START DATE.** “Start Date” as used in this policy means (i) the date this THINKRF product (“Product”) is shipped from the manufacturing facilities of THINKRF CORPORATION (“THINKRF”), or (ii) in the case of resale by an authorized THINKRF reseller, the date not more than ninety (90) days after original shipment of this product by THINKRF.

**PRODUCT.** THINKRF warrants that for a period of one (1) year from the Start Date, the THINKRF Product purchased by customer shall be free of defects in material and workmanship under normal authorized use consistent with the Product’s instructions. This Product warranty extends only to the original purchaser. In the event that THINKRF receives notice during the warranty period that any Product does not conform to its warranty, Customer’s sole and exclusive remedy, and THINKRF sole and exclusive liability, shall be for THINKRF, at its sole option, to either repair or replace the non-conforming Product in accordance with this limited warranty. Product replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of THINKRF. THINKRF will use commercially reasonable efforts to ship a replacement product within twenty (20) business days after receipt of the Product at THINKRF. Actual delivery times may vary depending on the customer location. For greater certainty, “business days” means any day except Saturday, Sunday or any holiday as prescribed in the *Legislation Act, 2006* (Ontario) or a successor statute imposed by the Government of Ontario, Canada under lawful authority.

**RESTRICTIONS.** No warranty will apply if the Product: (i) has been altered, except by THINKRF; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by THINKRF in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, the Product is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and THINKRF disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. THINKRF warranty obligations do not include installation support.

**PRODUCT RETURN PROCEDURES.** Any defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized THINKRF service personnel. To request an RMA number, customer must contact THINKRF Support via the online resource available at <http://THINKRF.com/support>. THINKRF Support will only assist customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to THINKRF shall be borne by customer to the in-country location, if available. THINKRF shall pay any transportation

costs incurred with the redelivery of a repaired or replaced item. If, however, THINKRF reasonably determines that the item is functional, the customer shall pay any transportation cost. If THINKRF determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by THINKRF, including all shipping expenses, shall be paid by customer.

**DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THINKRF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, THINKRF DOES NOT WARRANT THAT THE CUSTOMER WILL BE ABLE TO OPERATE THE PRODUCT WITHOUT PROBLEMS OR INTERRUPTION.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL THINKRF OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THINKRF OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, THINKRF SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO THINKRF, WHETHER UNDER WARRANTY OR NOT.