

## Limited Warranty Policy

All warranty terms are limited to those residing in 48 states of the continental US and Canada. DIABLOTEK warrants the products, free from defects in materials and workmanship for the products as sold to the original purchaser (“PURCHASER”), subject to all the terms and conditions hereunder. These warranties shall provide repair or replacement for like items only as there is no guarantee of availability of new products, especially if a product deemed necessary for replacement is no longer in production.

DIABLOTEK’s sole obligations under this warranty are to designate necessity for repair or replacement of products and to carry out said repair of defective parts or issue replacements if deemed necessary. This warranty applies only on the condition that the product has been installed, maintained, and operated under conditions of normal use and in accordance with the installation guide provided with the product and/or as obtained from its corresponding webpage. Upon purchasing and utilizing DIABLOTEK merchandise, it is assumed you have obtained and reviewed the instructions. The provisions of this warranty shall not apply if, in DIABLOTEK’s sole judgment, the product has been subject to misuse, neglect, improper installation, damage in an accident, or repair or alteration in any way that affects its performance or reliability.

DIABLOTEK shall honor a basic 1 Year Hardware Warranty for all DIABLOTEK products purchased in the United States provided that all conditions above and below are met.

To obtain services provided while under warranty:

1. Review the Policies and Specifications sections below to ensure your product is still under warranty and otherwise acceptable for warranty services.
2. Locate an invoice, receipt, or similar documentation in order to serve as evidence of date of purchase.
3. Open a ticket at <http://diablotek.com/v2.0/contact-support> to begin obtaining warranty services.

## Policies

1. If a replacement is needed, it will NOT be sent out until the original product has been sent in to DIABLOTEK and processed. There are no exceptions to this element of DIABLOTEK warranty policies.
2. There is no guarantee that a product will be replaced with a new one, especially if said product is end of life and no longer in production.

3. Once a product is received for service, there shall be 72 hours processing time and 3-5 business days shipping time of the repaired or replacement product (shipped ground to the U.S.).
4. DIABLOTEK does not provide any type of shipping label, prepaid or otherwise, and shall not reimburse any shipping or shipping-related cost.
5. DIABLOTEK does not issue charges of any sort for parts or labour.
6. Products requiring warranty services (repair or replacement) MUST be accompanied by proof of purchase documentation evidencing the date of purchase such as an invoice, receipt, or similar documentation. All products NOT accompanied by this documentation will be returned to the PURCHASER at PURCHASER's expense.
7. Products returned for any type of warranty service shall be classified as needing Return Merchandise Authorization ("RMA").

## Specifications

For all products not considered "used":

1. Warranty shall be assigned to appropriate product types and become active on the date of purchase; registration shall no longer be required.
2. Warranty does not cover out of production products and/or items no longer in stock.
3. 1 year is defined as 1 calendar year (365 days) from the original date of purchase.
4. All warranties shall expire after their specified times (1 year) and products will be deemed "outside" of warranty at that time.
5. DIABLOTEK is not under any obligation to service products and/or parts outside of warranty.
6. Third party products such as motherboards and other system components using or interacting with the DIABLOTEK products are not covered by this warranty, please refer to the respective manufacturers for warranty options.

For used products:

DIABLOTEK products sold with a condition such as "refurbished" or "as is" are deemed "used" and therefore outside warranty.

1. Used products are not covered by any DIABLOTEK warranty. Any and all replacements etc. must be made through the seller of the used product.
2. Used products, even if marked by old warranty stickers or containing warranty information, are not covered by any DIABLOTEK warranty.

Warranty coverage shall be void if products:

1. Product is outside of warranty by date, 366 days old etc.
2. Show evidence of any warranty-related sticker(s) being altered, removed, replaced, or defaced. Note, not all products will be labelled with these types of stickers.
3. Have been damaged while being installed.
4. Have been damaged by software/hardware from a company or individual other than DIABLOTEK or by motherboard incompatibility.
5. Have not been operated in accordance with DIABLOTEK specifications, instructions, or any technical support directions.
6. Have been modified or damaged by tampering, user error, accident, disaster, abuse, misuse, power application, alteration, repair, modification, a fix/replacement by a company or individual other than DIABLOTEK.

In regards to shipping:

The following provisions apply to all DIABLOTEK products sent in for Return Merchandise Authorization ("RMA") in connection with a warranty claim:

1. PURCHASER shall pay for all costs associated with shipping the product to DIABLOTEK. If shipped from outside the United States, this will include freight, duty, customs fees, and taxes. DIABLOTEK shall not be responsible for any fees charged due to brokerage fees.
2. DIABLOTEK advises end-users to use a shipping company that can demonstrate proof of delivery (such as Federal Express, UPS, or Airborne). DIABLOTEK does not accept responsibility for any lost shipments unless proof of delivery to DIABLOTEK is provided.
3. PURCHASER shall assume the risk of loss (insurance from loss or damage) in transit and the returned products shall become the sole property of DIABLOTEK. DIABLOTEK warrants that the repaired or replaced products will be free from defects in material or workmanship.
4. DIABLOTEK shall reserve the right to inspect and verify the defectiveness of any product returned. Please allow 72 hours processing time once product has been received by DIABLOTEK and 3-5 business days shipping time of the repaired or replacement product (shipped ground to the U.S.).

## Final Notes

This warranty is in lieu of any other warranties, either express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose or title against infringement, which other warranties are expressly excluded and disclaimed. DIABLOTEK shall not be liable for loss of profits or any special, incidental, EXEMPLARY, consequential, or punitive damages which purchaser or third party may sustain, even if DIABLOTEK has been advised of the possibility of such losses or damages. In no event shall DIABLOTEK'S liability exceed the purchase price of the defective product.

PURCHASER acknowledges that the goods sold by DIABLOTEK are being used or incorporated into other products or systems, and the ultimate safety of those products or systems are the sole responsibility of PURCHASER. PURCHASER assumes all risks and liability for use of DIABLOTEK products in other products or systems. In addition, DIABLOTEK is not responsible for any archival, backup, or disaster recovery services. In no event shall DIABLOTEK be liable for any damages of any kind sustained by PURCHASER, any customer of PURCHASER, and patient, or others for any suit or claim or demand arising from or related to the exercise of professional judgment and skill, or data entered into or used with the DIABLOTEK products.

Some states do not allow the exclusion or limitation of incidental or consequential damages so these limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

This warranty shall not be extended, altered, or varied except by a written instrument duly signed by DIABLOTEK.