

WARRANTY

One-Year Limited Warranty

EXOGEAR™'s warranty obligations are limited to the terms set forth below:

EXOGEAR™ warrants that, subject to the following limitations, each of its products ("Product") will be free from defects in material and workmanship and conform to the Product specifications for a period of ONE (1) YEAR from the date of original retail purchase. This warranty applies only to Products manufactured by EXOGEAR™ that contain the "EXOGEAR™" trademark, trade name, or logo affixed thereon. Further, this warranty applies only to the original purchaser of the Product and all warranty claims must be accompanied by and submitted with a copy of the sales receipt.

EXOGEAR™ will have no liability for any Product returned if EXOGEAR™ determines that:

- The Product was not purchased from an authorized reseller(including any eBay seller).
- The person asserting the warranty is the not original purchaser of the Product.
- The asserted defect is attributable to misuse, abuse, mishandling, improper installation, alteration (including removing or obliterating labels), or accident while in the possession of someone other than EXOGEAR™.
- The Product's external casing was opened or if any of the internal components were exposed in any way.
- Any "wear and tear" of the Product.

Your exclusive remedy for any defective Product is limited to the repair or replacement of the defective Product. EXOGEAR™ may elect which remedy or combination of remedies to provide in its sole discretion. EXOGEAR™ shall have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. EXOGEAR™'s replacement Product under its limited warranty will be manufactured from new and serviceable used parts. EXOGEAR™'s warranty applies to repaired or replaced Products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced Product, whichever is longer.

There are no warranties that extend beyond the face of the EXOGEAR™ limited warranty. EXOGEAR™ disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Some jurisdictions do not allow the exclusion of the implied warranties. EXOGEAR™'s entire liability for any defective Product shall in no event exceed the purchase price of the defective Product. This limitation applies even if EXOGEAR™ cannot or does not repair or replace any defective Product and your exclusive remedy fails of its essential purpose.

EXOGEAR™ has no liability for general, consequential, incidental or special damages. These include loss of use of or damage to any other product used in conjunction with the defective Products, loss of recorded data, the cost of recovery of lost data, lost profits, downtime, loss of goodwill, damage to or replacement of equipment and property, the cost of the installation or removal of any Products, the installation of replacement Products, and any necessary inspection, testing, or redesign caused by any defect or by the repair or replacement of Products arising from a defect in any Product.

In the United States, some states do not allow exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.