

VeEX Limited Warranty

The following terms and conditions govern the Limited Warranty for hardware (“Hardware”), Firmware and software (“Software”) products (collectively, “Products”) provided by VeEX, Inc. or its affiliates (“VeEX”) that is the contracting party. This Limited Warranty extends only to the original purchaser of a Product (“Customer”) and is effective as of the date of purchase of such Product. For future purchases, please consult this page for current warranty information, as this Limited Warranty may be updated by VeEX from time to time. To insure you receive up-to-date information and notices, please register your Product with VeEX.

Limited Warranty Start Date

VeEX Products may come with a 90-day, 1-year, 2-year, or other limited hardware warranty (the “Warranty Period”) based on product, configuration and customer contract. The Warranty Period for battery pack, LCD, LCD touch panel, LCD protective cover, and accessories (including but not limited to patch cords, AC adaptor, SFP, USB adaptors, carrying case, carrying pouch) is limited to one (1) year from the Start Date, as defined below.

“Start Date” as used in this policy means the date when the VeEX Product downloaded or is shipped from VeEX’s facilities or from an authorized VeEX reseller to the Customer.

Limited Hardware Warranty

To determine the warranty that came with your Hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Any Software embedded in the VeEX hardware is subject to the Limited Software Warranty set forth below. **VeEX reserves the right to change the warranty period upon notice.**

VeEX warrants that for the applicable Warranty Period, the VeEX Hardware purchased by Customer shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions. In the event that VeEX receives notice during the Warranty Period that any Hardware does not conform to this Limited Warranty, Customer’s sole and exclusive remedy, and VeEX’s sole and exclusive liability, shall be for VeEX, at its sole option, to: (1) repair the Hardware at no charge, using new or refurbished replacement parts in accordance with VeEX’s Return Policy; (2) exchange the Hardware with new or refurbished Hardware; or (3) refund the purchase price of the Hardware, provided that Customer returns the Hardware with acceptable evidence of purchase within 30 days from the date of VeEX’s request, freight prepaid. VeEX’s obligations hereunder are conditioned upon Customer’s return of the Hardware to VeEX in accordance with the terms of this Limited Warranty. VeEX will use commercially reasonable efforts to ship any replacement Hardware within thirty (30) working days after VeEX’s receipt of the non-conforming Hardware. Actual delivery times may vary depending on Customer location.

This limited hardware warranty does not cover:

- Software, including, without limitation, third-party software
- Non VeEX products and accessories
- Repairs made by Customer or any other party without VeEX's prior written authorization
- Problems that result, directly or indirectly, from external causes such as accident, abuse, misuse or problems with electrical power
- Usage that is not in accordance with product instructions
- Failure to follow the product instructions or failure to perform preventive maintenance
- Using accessories, parts or components not supplied by VeEX
- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by VeEX.
- Products with missing or altered service tags or serial numbers
- Products for which VeEX has not received payment
- Normal wear and tear

Customer is solely responsible for assessing the suitability of the Product for use in particular applications and backing up its programs and data to protect against loss or corruption. VeEX's warranty obligations do not include installation support. No one is authorized to make any statement or representation altering the terms of this Limited Warranty.

Limited Software Warranty

Subject to the terms of VeEX's End User License Agreement, VeEX warrants for a period of 90 days from the Start Date that: (i) the media on which the Software is delivered will be free of defects in material and workmanship under normal authorized use consistent with the Product instructions; and (ii) the Software will perform substantially in accordance with VeEX's standard specifications. VeEX does not warrant that the Software will operate uninterrupted or error-free. In the event that VeEX receives notice during the warranty period for (the "Error"), Customer's sole and exclusive remedy, and VeEX's sole and exclusive liability, shall be: (1) for VeEX to replace the defective media; or (2) to provide Customer with a replacement copy of the Software containing any correction or modification needed to remedy the Error; or (3), at its sole option, to use commercially reasonable efforts to correct any substantial nonconformity of the Software reported to VeEX's authorized service or support representative by Customer during the warranty period. Customer's sole and exclusive remedy for VeEX's failure to correct the Error will be the refund of the purchase price of the Software, provided that the Software is returned to VeEX by the Customer along with proof of purchase within thirty (30) days of the request by the Customer, freight prepaid. VeEX shall not be obligated to remedy any Error which cannot be adequately reproduced by VeEX.

During the Warranty Period, VeEX will provide, without charge to the customer, all fixes, patches and enhancements to the purchased software, firmware and software options. VeEX does not warrant that all software or firmware defects will be corrected. New enhancements attached to a software option require the option to be purchased (at the time of order or the time of upgrade) in order to benefit from such enhancements.

VeEX's obligations hereunder are conditioned upon Customer's compliance with the terms of VeEX's End User License Agreement. For purposes of this Limited Warranty, "Software" means any VeEX software embedded in or installed on any Hardware when delivered to Customer, or any VeEX software identified in a Purchase Order, invoice or proof of entitlement issued by VeEX. With respect to any Software that is not shipped from VeEX's facilities or from an authorized VeEX reseller to the Customer, the "Start Date" shall mean the date when the Customer is granted access to the Software on the VeEX website.

The foregoing warranty shall not apply to any failure to conform by the Software that is caused by (a) the use or operation of the Software in an environment other than that intended or recommended by VeEX in the applicable Documentation, (b) modifications to the Software not made or authorized by VeEX, (c) third party hardware or software, provided by any third party and not authorized by VeEX for use with the Software, (d) used other than in its most current version (to the extent that any failure of the Software would have been avoided by the use of the most current version); or (e) damaged by improper environment, abuse, misuse, accident or negligence. In addition, the foregoing warranty shall not apply to any Software which has been used with any third party hardware or software not authorized by VeEX for use with the Software.

Hardware Replacement Process

Any defective Hardware can only be replaced in accordance with VeEX's Return Policy. Transportation costs, if any, incurred in connection with the return of a defective Hardware to an VeEX repair center shall be borne by Customer. If VeEX determines, at its sole discretion, that the allegedly defective Hardware is not covered by VeEX's Limited Warranty, the cost of repair by VeEX, including all shipping expenses, shall be paid by Customer. Customer is responsible for backing up and saving any data, software, firmware or other information embedded in or saved on any returned Hardware, and VeEX will not restore, save or return any such data, software, firmware or other information with any repaired or replaced Hardware. This Limited Warranty only covers Hardware manufactured by an authorized VeEX manufacturer and sold by VeEX's distributors and resellers.

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING CUSTOMER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VEEX, SATISFACTORY QUALITY, OR FREEDOM FROM INTERRUPTION OR ERROR, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VEEX DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE PRODUCT WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. ANY PRODUCTS LICENSED OR PROVIDED UNDER AN EVALUATION LICENSE, ANY PRODUCTS PROVIDED WITHOUT CHARGING ANY FEE, ANY MODIFIED PRODUCTS AND ANY THIRD PARTY PRODUCTS ARE FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. CUSTOMER MAY NOT MAKE A WARRANTY CLAIM AFTER EXPIRATION OF THE WARRANTY PERIOD. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW

LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. VEEX RESERVES THE RIGHT TO CHANGE THE WARRANTY PERIOD UPON NOTICE.

Limitation of Liability

IN NO EVENT WILL VEEX OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY OR THE USE OF OR INABILITY TO USE ANY PRODUCT, EVEN IF VEEX OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF VEEX, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID TO VEEX BY CUSTOMER FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN SUCH A CASE THE FOREGOING LIMITATION WILL BE APPLIED TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.