

## NOVATIUM WARRANTY POLICY

### Limited Warranty

Novatium's limited warranty is provided subject to the following limitations:

**Novatium warrants that for a period of 3 months from the date of original retail purchase of the products from an authorized distributor or reseller, the Products shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions.**

### Warranty Limitations

No limited warranty is provided by Novatium unless your Nova Product ("Product") was purchased from an authorized distributor or authorized reseller of Novatium. Distributors may sell Products to resellers who then sell Products to end users. No warranty service is provided unless the Product is returned to an authorized return center in your region. There are no warranties which extend beyond the face of the Novatium's limited warranty.

### Extended Warranties

Extended warranties are available at augmented terms and conditions

### Limitation of Remedies

Your exclusive remedy for any defective Product is limited to the replacement of the defective Product. Novatium may elect which remedy or combination of remedies to provide in its sole discretion. Novatium shall have a reasonable time after determining that a defective Product exists to replace a defective Product.

### Limitation of Damages

Novatium's entire liability for any defective Product shall in no event exceed the purchase price for the defective Product. This limitation applies even if Novatium cannot or does not replace any defective Product and your exclusive remedy fails of its essential purpose.

**Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH ABOVE, NOVATIUM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, NOVATIUM DOES NOT WARRANT THAT THE PRODUCT IS ERROR FREE OR THAT BUYER WILL BE ABLE TO USE THE PRODUCT WITHOUT PROBLEMS OR INTERRUPTION.

**Limitation of Liability:** IN NO EVENT WILL NOVATIUM 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 NOVATIUM 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, NOVATIUM 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 THE PRODUCT RETURNED TO NOVATIUM, WHETHER UNDER WARRANTY OR NOT.

### Your Use of the Product

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

1. The product is returned without a bill of purchase.
2. The asserted defect:
  - a. is not present,
  - b. cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than Novatium, or c. is attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers (unless authorized to do so by Novatium), accident or mishandling while in the possession of someone other than Novatium.
3. The Product was not sold to you as new.

**Additional Limitations on Warranty**

Novatium's warranty does not cover Products which have been received improperly packaged, altered, or physically damaged. Products will be inspected upon receipt.

**Packaging**

- Improperly Packaged,
- Non-qualified shipping container

**Alterations**

- Counterfeit Label(s)
- Customer added jumper wires
- Incorrect PCBA/HDA pair
- Labels exhibit tempering

**Damage**

- Broken pins on connector
- Connector(s) are damaged, cracked, missing or broken
- Cracked components on the circuit board
- Dented base casting
- Torn or punctured tape seal
- Dented top cover
- Deep scratch
- Loose, damaged, or missing screws
- Missing PCBA (Circuit Board)