

SmartAVI PRODUCT WARRANTY

ALL SMARTAVI PRODUCTS ARE WARRANTED TO BE IN GOOD WORKING CONDITION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE. LIMITED WARRANTY STATEMENTS

1. SMARTAVI, INC. WARRANTS TO THE END-USER THAT SMARTAVI PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE DURATION OF 1 YEAR. DURATION BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER. CUSTOMERS ARE RESPONSIBLE FOR MAINTAINING PROOF OF DATE OF PURCHASE.
2. SMARTAVI'S LIMITED PRODUCT WARRANTY COVERS ONLY THOSE DEFECTS WHICH ARISE AS A RESULT OF NORMAL USE OF THE PRODUCT, AND DO NOT APPLY TO ANY:
 - A. IMPROPER OR INADEQUATE MAINTENANCE OR MODIFICATIONS.
 - B. OPERATIONS OUTSIDE PRODUCT SPECIFICATIONS.
 - C. MECHANICAL ABUSE AND EXPOSURE TO SEVERE CONDITIONS.
3. IF SMARTAVI RECEIVES A PRODUCT DURING THE WARRANTY PERIOD, NOTICE OF A DEFECT, SMART-AVI WILL REPLACE OR REPAIR THE DEFECTIVE PRODUCT AT ITS DISCRETION.
4. SMARTAVI SHALL HAVE NO OBLIGATION TO REPAIR, REPLACE OR REFUND ANY PRODUCT UNTIL THE CUSTOMER RETURNS DEFECTIVE PRODUCT TO SMARTAVI.
5. ANY REPLACEMENT PRODUCT COULD BE NEW OR LIKE NEW, PROVIDED THAT IT HAS FUNCTIONALITY AT LEAST EQUAL TO THAT OF THE PRODUCT BEING REPLACED.
6. SMARTAVI'S LIMITED WARRANTY IS VALID IN ANY COUNTRY WHERE THE COVERED PRODUCT IS DISTRIBUTED BY SMARTAVI.

A. LIMITATIONS OF WARRANTY

TO THE EXTENT ALLOWED BY LOCAL LAW , NEITHER SMARTAVI NOR ITS THIRD PARTY SUPPLIERS, MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SMARTAVI PRODUCT, AND SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

B. LIMITATIONS OF LIABILITY

TO THE EXTENT ALLOWED BY LOCAL LAW THE REMEDIES PROVIDED IN THIS WARRANTY STATEMENT ARE THE CUSTOMERS SOLE AND EXCLUSIVE REMEDIES TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT. IN NO EVENT WILL SMARTAVI NOR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR

DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. LOCAL LAW

TO THE EXTENT THAT THIS WARRANTY STATEMENT IS INCONSISTENT WITH LOCAL LAW, NEITHER SMARTAVI NOR ITS THIRD PARTY SUPPLIERS, MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SMARTAVI PRODUCT, AND SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

RETURN POLICY:

- The product can be returned within 20 days from shipping date.
- A restocking fee charge of 20% is assessed on all returns not returned in original condition.
- All merchandise to be returned must be properly packaged and shipped in the original carton and packing material, otherwise purchaser is fully liable for any damages.
- All claims for damage or shortage must be presented to freight carrier and SmartAVI, Inc. within 3 days of receipt of shipment. All purchaser claims that are made on the quality of the product must be made in writing within three days of receipt.
- Merchandise older than 3 months from shipment date is not exchangeable.
- No merchandise is acceptable for return without return authorization number issued by SmartAVI, Inc. Returns without proper authorization may, at the sole option of SmartAVI, Inc., be returned to the purchaser at purchaser's expense or charged a 20% restocking fee.
- Merchandise shipped for repair must be also accompanied by the Return Authorization Number (RMA).