

## **Availed Technologies Corp. 5 Year Limited Warranty**

Availed Technologies Corp. hereinafter referred to as 'AV' warrants for a period of five years from the date of sale that the product will be free from defects in materials and workmanship, subject to the following restrictions and limitations.

### **Exclusion of Warranty**

The following is expressly excluded from the warranty:

- failure caused by improper use or improper installation of the equipment or equipment that has been modified or altered except as provided for in the user manual
- use of the product with batteries that are a different make and model from that supplied by AV
- failure due to lightning strikes, knockdowns or other physical damage caused during installation or operation

### **Restrictions and Limitations of Warranty**

For the period ending 12 months after the purchase date, the customer shall ship the product back to AV and AV will at its own discretion repair or replace the product with new or reconditioned parts, or apply a credit equal to the original purchase price towards the purchase of new product supplied by AV.

For the period ending 60 months after the purchase date, the customer shall ship the product back to AV and AV will at its own discretion repair or replace the product with new or reconditioned parts, or apply a credit equal to the original purchase price towards the purchase of new product supplied by AV, with the exception of a battery failure.

AV has the sole discretion in determining the validity of any warranty claim, and reserves the right to determine the cause for product failure.

Any credit provided to the customer must be used towards the purchase of a new product within 60 days of receipt.

AV's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage or injury arising directly or indirectly from or in relation to the use of the AV Product shall in no event exceed the purchase price of the AV Product which gave rise to the claim.

AV is not liable for any costs including but not limited to retrieval and redeployment of Product.

Freight charges to and from the factory will be borne by the purchaser.

IN NO EVENT SHALL AV BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR NOT INCLUDING BUT NOT

LIMITED TO LIQUIDATED DAMAGES, LABOR FEES, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS, OR LOSS OF BARGAIN.

The Warranty set out above is the sole warranty granted by AV with respect to the Product. No oral understanding, representations or warranties shall be of any effect and AV makes no further warranties, express or implied concerning the AV Products other than the Warranty set out above. The Buyer, where permitted by applicable law, hereby expressly waives any statutory or implied warranty that the AV Product shall be merchantable or fit for a particular purpose.