

Limited Warranty Agreement

THIS LIMITED WARRANTY IS VALID SOLELY FOR NORMAL OPERATIONAL INTENDED USE. ANY DAMAGE INCURRED OUTSIDE OF PURCHASE (INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED BY INCORRECT OR ACCIDENTAL MISCONDUCT) IS NOT COVERED BY THIS LIMITED WARRANTY.

Limitation of Damages

In no event shall Motionics, LLC be liable for consequential damages for breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

Warranty Coverage

Motionics, LLC warrants the Covered Product to be free of all defects in material and workmanship for one year from date of shipment to buyer. This warranty extends to the original buyer (only or and each successive buyer within the warranty period).

Within the period of the limited warranty, the buyer must submit a valid claim by notifying Motionics, LLC that a defect in materials and workmanship has arisen in the Covered Product. Motionics, LLC will repair or replace Covered Product free of charge. All warranty repairs and services must be performed by an authorized Motionics, LLC technician, or at an authorized Motionics, LLC service facility.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Motionics, LLC except for the following expenses, which shall be assumed by the buyer:

- (i) Any postage, insurance or shipping charges incurred in returning the product for service and receiving the product after service.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- (i) Repairs necessitated by use other than normal operational use.
- (ii) Damage resulting from misuse, abuse, accidents, alterations, improper installation, or other external factors.
- (iii) Corrective work necessitated by repairs made by anyone other than a Motionics, LLC authorized service technician.
- (iv) Mishandling during shipment of the Covered Product.
- (v) Cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure occurred due to a defect in materials or workmanship.

How to Obtain Warranty Services

Please e-mail a Motionics, LLC representative at info@motionics.com for further information on warranty services. The e-mail should contain the following:

- (i) Subject: Warranty Claim
- (ii) Buyer's name and company name the warranty is under
- (iii) Purchase order information or serial number of the product
- (iv) Description of what is wrong with the product

Mail-in services will be provided for the buyer to return the Covered Product to Motionics, LLC, who will do one of the following:

- (i) Service or repair the Covered Product to conform to the applicable warranty.
- (ii) Replace the Covered Product with goods those are identical or reasonably equivalent to the warranted goods.
- (iii) Refund the buyer the original purchase price less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity.

Notice to Buyer

This warranty gives the buyer specific legal rights, and the buyer may also have other rights which vary from state to state. The buyer has the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to Motionics, LLC. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

The Limited Warranty is NON-TRANSFERABLE and is only valid for customer listed above.