

DOREMI STANDARD HARDWARE PRODUCT WARRANTY

If you discover a defect in materials and/or workmanship, Doremi Labs, Inc. (“**Doremi**”) will, at its option, repair, replace, or refund the purchase price of this product at no charge to you, provided you return it during the warranty period, with transportation charges prepaid, to the authorized Doremi distributor from whom you purchased it or to any other authorized Doremi distributor within the country of original retail purchase. (You can obtain additional information by contacting Doremi at Doremi Labs, Inc., 1020 Chestnut Street, Burbank, CA 91506). To each product returned for warranty service, please attach your name, address, telephone number, and a copy of the bill of sale bearing the appropriate Doremi serial numbers as proof of date of the original retail purchase.

If your product fails during the warranty period while you are out of the country of original retail purchase, you may have it repaired (no refunds or replacements are provided) at your expense by an authorized Doremi distributor in the country in which the product failed. You may obtain a refund for the repair costs by submitting a claim to Doremi (instructions are obtained by contacting Doremi at Doremi Labs, Inc., 1020 Chestnut Street, Burbank, CA 91506).

This warranty applies only to hardware products manufactured by or for Doremi that can be identified by the “Doremi” trademark, trade name, or logo affixed on them. Doremi does not warrant any products that are not Doremi products. This warranty does not apply if (i) you and/or your customer(s)/assignee(s) utilizing the product has failed to abide by the terms and conditions of the Maintenance Manual posted on Doremi’s website at www.doremilabs.com, the terms of which may be modified from time to time by Doremi in its sole and absolute discretion, and are included herein by this reference, (ii) the product has been damaged by accident, abuse, misuse, misapplication, faulty installation, unauthorized customer repairs, or damaged or further damaged caused by inadequate packaging when returning for repair, replacement or refund, (iii) the product has been modified without the written permission of Doremi, or (iv) any Doremi serial number has been removed or defaced.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, PATENT AND COPYRIGHT RIGHTS), ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. No Doremi distributor, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

DOREMI’S TOTAL LIABILITY, WHETHER IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENTS OR ACCUSED INFRINGING DEVICES, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER SHALL NOT HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION COST OF DEFENSE, LOST REVENUES, LOST PROFITS, LOSS OF GOODWILL OR LOST PRODUCTION, DAMAGE TO EQUIPMENT AND PROPERTY, OR ANY COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH PRODUCTS.

THIS WARRANTY MAY BE MODIFIED FROM TIME TO TIME BY DOREMI IN ITS SOLE AND ABSOLUTE DISCRETION. POSTING OF THE UPDATED WARRANTY TERMS ON WWW.DOREMILABS.COM SHALL CONSTITUTE NOTICE TO YOU OF THE REVISED WARRANTY TERMS.