



**E & E ENTERPRISES GLOBAL INC. LIMITED WARRANTY AGREEMENT**

**IMPORTANT NOTICE** – This limited warranty agreement (“Agreement”) sets forth the terms and conditions applicable to all products that you (“Customer,” “your,” or “their”) obtain directly from E & E Enterprises Global, Inc. (“E & E,” “Company,” “us,” “our,” or “we) or from one of our authorized partners, resellers or distributors. Use of products purchased directly from E & E shall be considered acceptance of this warranty unless you notify E & E in writing that you do not agree to this Agreement within 15 days after you receive this Agreement and you return the product or cancel/terminate services under the E & E Services Subscriber Agreement.

1. **PRODUCT LIMITED WARRANTY**

E & E warrants that all of its products to be free from defects in materials and workmanship for a period of one (1) year, (two (2) years within the European Union) from the date of purchase by the original purchaser according to applicable GSA, commercial, federal, state and local laws. An original invoice is required as proof of the purchase date. During the warranty period, if the product has a defect in material or workmanship, E & E will, at its option: (1) provide replacement parts necessary to repair the product, (2) repair the product or replace it with a comparable product or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Typical repair/replacement will occur within 30 to 45 days ARO. You must assist E & E in diagnosing issues with your product and follow E & E’s warranty processes. E & E will not reimburse you for service performed by others. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part or product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to you. If you live outside the United States, the details of your warranty service may vary as described below.

2. **SOFTWARE WARNING**

When you buy equipment or services from E & E, your equipment will be sent to you with the latest software and firmware available at the time when the unit was manufactured. Upgrades of software or firmware may be necessary at certain times in the future in order to ensure continued proper operation of your equipment or software. **E & E DOES NOT SUPPORT THIRD-PARTY SOFTWARE, AND IF USED, IT WILL VOID THE MANUFACTURER’S WARRANTY.**

**Please note that certain equipment software is incompatible across various models. If you upload the wrong software and create a problem with the equipment, this will not only void your warranty but may make your equipment inoperable. File**

**transfer errors as a result of unauthorized third-party software or firmware are entirely the user's responsibility and E & E is not responsible for any problems that may result.**

**To avoid invalidating your warranty as a result of transferring software to your equipment, contact your GSA schedule contractor to have a factory-trained technician upload software or firmware to your equipment. Only official software and upgrades available from E & E can be used with your equipment. Under no circumstances should any other software be used with the E & E equipment.**

**3. LABOR LIMITED WARRANTY**

The terms of services provided to you by E & E consist of this Agreement and the additional terms stated in separate services descriptions provided by E & E (i.e. E & E Services Subscriber Agreement). All labor for E & E products purchased by you is warranted for the first thirty (30) days after installation. Any issues that may arise with regard to labor upon day thirty-one (31) or later are only covered under an E & E purchased maintenance plan for a period of one (1) year in which E & E warrants that services will be provided by E & E in a professional and workmanlike manner. If you have any issues or problems with regards to labor at day thirty-one (31) or later and you did not purchase an E & E maintenance plan, E & E is not responsible for costs of repairing or replacing the product.

**4. WARRANTY LIMITATIONS & EXCLUSIONS**

**(a) THIS WARRANTY DOES NOT COVER DEFECTS OR MALFUNCTIONS CAUSED AS A RESULT OF:**

- i. SOFTWARE TRANSFERS,
- ii. MISUSE,
- iii. ABUSIVE OPERATION,
- iv. TAMPERING,
- v. NEGLIGENCE,
- vi. IMPROPER OR ILLEGAL USE,
- vii. ACCIDENTS,
- viii. VIRUSES,
- ix. UNAUTHORIZED SERVICE,
- x. ACTS OF GOD
- xi. MINOR IMPERFECTIONS WITHIN DESIGN SPECIFICATIONS OR THAT DO NOT MATERIALLY ALTER FUNCTIONALITY,
- xii. INSUFFICIENT CARE
- xiii. ANY DAMAGE DUE TO SHIPMENT
- xiv. NORMAL WEAR AND TEAR
- xv. CAUSES EXTERNAL TO THE PRODUCT, SUCH AS ELECTRIC POWER FLUCTUATIONS OR FAILURE,
- xvi. ANY OTHER CAUSE, WHICH DOES NOT RELATE TO A PRODUCT DEFECT OR ANY ACT BEYOND THE CONTROL OF E & E AS

DETERMINED BY E & E. (THE OPINION OF E & E WITH RESPECT TO THIS MATTER SHALL BE FINAL.)

(b) WARRANTY DOES NOT APPLY TO PRODUCTS WITH DEFACED, MODIFIED OR REMOVED SERIAL NUMBERS.

(c) THE CUSTOMER MUST PROVIDE ORIGINAL INVOICE AS PROOF OF PURCHASE DATE.

5. **EXCLUSION OF DAMAGES**

(a) E & E'S LIABILITY IS LIMITED TO THE COST OF ONE OF THE FOLLOWING REMEDIES LISTED UNDER SECTION 1. PRODUCT LIMITED WARRANTY.

(b) E & E SHALL NOT BE LIABLE FOR:

- i. **Damage to other property caused by any defects in the product, damages based upon inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference with business relationships, or other commercial loss, even if advised of their possibility of such damages.**
- ii. **Any other damages, whether incidental, consequential or otherwise.**
- iii. **Any claim against the customer by any other party.**
- iv. **Any verbal warranty assurances made by an E & E employee or any agent authorized to speak on E & E's behalf that conflicts or enhances the written warranty included herein.**

6. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, E & E DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERMS OF THIS AGREEMENT. E & E'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS AND/OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR E & E IS LIABLE TO THE OTHER IF YOU OR E & E ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR E & E ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OR WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR

RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. **CUSTOMER OBLIGATIONS**

YOU SHOULD BACK UP ALL FILES BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO E & E. E & E IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA OR INFORMATION OR ANY DAMAGES, COSTS OR EXPENSES RESULTING FROM ANY SUCH LOSS.

8. **INTERNATIONAL CUSTOMERS**

You must comply with all applicable export laws and regulations if you export the product from the United States. The standard warranty stated above also applies to E & E products shipped to a country outside the United States, provided that customers outside the United States may be responsible for paying all freight charges incurred in shipping, importing/exporting and receiving placement products and parts and for arranging and paying for the shipment of any defective part(s) back to E & E. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

9. **DISPUTE RESOLUTION**

You and E & E agree that any Dispute between You and E & E will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and E & E will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and E & E. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.**

This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Information may be obtained from the NAF online at [www.arb-forum.com](http://www.arb-forum.com), by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

10. **GENERAL**

(a) Neither party may assign this Agreement or any rights hereunder without the written consent of the other.

(b) E & E may from time to time modify any of the terms or conditions of this Agreement. Such changes will apply to both current and future Agreements. Except for such change notices, any modification or waiver of any term of this Agreement must be in writing and signed by an Officer of E & E.

(c) If any portion of this Agreement is deemed invalid or unenforceable, the remaining parts will still be enforced to the greatest extent possible.

(d) This Agreement will be construed under and governed by the Commonwealth of Virginia, excluding the application of its conflicts of law rules.

(e) This Agreement states the entire agreement of the parties with respect to products and services ordered hereunder.