ADDIUM's Standard LIMITED WARRANTY for Hardware Products

ADDIUM warrants to the original end-user purchaser ("Customer") that its hardware product purchased directly from ADDIUM or an authorized ADDIUM distributor will be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of the original purchase by that Customer, as evidenced by proof of purchase (the "Warranty Period"); provided, however, that the Warranty Period for the SOLUS hardware product shall be ninety (90) days from the date of the original purchase by that Customer, as evidenced by proof of purchase. This Limited Warranty is nontransferable, except as otherwise required by law. This Limited Warranty applies solely to defects in hardware materials and workmanship. It does not constitute a warranty of uninterrupted or error-free operation, continuous connectivity or data availability, or any particular agricultural, operational, or commercial result. Software, cloud services, and related services are governed by their applicable license or service agreements. Nothing herein limits any express product specifications or warranties that ADDIUM has separately agreed to in writing.

During the Warranty Period, if a defect arises in the product, and you follow the instructions for returning the product, ADDIUM in its sole discretion will (i) repair the product using new or refurbished parts; (ii) replace the product with a new or refurbished product that is materially equivalent to the product to be replaced; or (iii) refund all or part of the purchase price of the product. For purposes of this Limited Warranty, "refurbished" means a product or part that has been materially returned to its original specifications. This Limited Warranty applies, to the extent permitted by law, to any repair, replacement part or replacement product for the remainder of the original Warranty Period or for ninety (90) days, whichever is longer. All replaced parts and products for which a refund is given shall become ADDIUM property.

The Limited Warranty only covers issues caused by defects in material or workmanship during ordinary use; it does not apply where the product: (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal or unintended physical stress, abnormal or unintended environmental conditions, or use contrary to any instructions or documentation issued by ADDIUM; (b) has been reconstructed, repaired, or altered by any party other than ADDIUM or an authorized ADDIUM distributor to the extent such reconstruction, repair, modification, or alteration caused or contributed to the defect or damage; (c) has been used with any third-party product, hardware or product that has not been previously approved in writing by ADDIUM that caused or contributed to the defect or damage; (d) requires routine maintenance, cleaning, calibration, recalibration, or replacement of batteries, consumable components, or other parts subject to ordinary wear, except where required due to a covered defect; (e) has experienced damage or malfunction resulting from power surges, electrical disturbances, or the failure of external power supplies, networks, or connected equipment, or (f) has otherwise been damaged due to Customer acts or omissions.

REPAIR, REPLACEMENT OR REFUND OF THE PRODUCT AS PROVIDED UNDER THIS LIMITED WARRANTY SHALL BE CUSTOMER'S EXCLUSIVE REMEDY. THIS LIMITED WARRANTY IS SUBJECT TO ALL LIMITATIONS, WAIVERS, DISCLAIMERS, AND OTHER TERMS SET FORTH IN THE TERMS AND CONDITIONS AND OTHER AGREEMENTS BETWEEN THE PARTIES. IN ADDITION, ADDIUM SHALL NOT OTHERWISE BE LIABLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR FOR BREACH OF ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION WITH RESPECT TO THIS PRODUCT. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADDIUM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Instructions: To obtain warranty service, Customer must notify ADDIUM or an authorized ADDIUM distributor of the suspected defect during the Warranty Period, and in any case within fifteen (15) days of identifying the defect, and provide reasonable evidence of purchase and a reasonable description of the defect. ADDIUM may require Customer to obtain a return merchandise authorization (RMA) number and return the product in accordance with ADDIUM's reasonable instructions. Unless otherwise agreed in writing or required by applicable law, Customer shall be responsible for shipping the product to ADDIUM, and ADDIUM shall pay the cost of returning a repaired or replacement product for an approved warranty claim. ADDIUM may charge Customer for repairs or return shipping for products not covered by this Limited Warranty, provided that Customer approves such charges in advance.