



NuPrime's Limited Warranty and Limitation of Liabilities

ADDITIONAL RIGHTS FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

LIMITED WARRANTY

For a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"), NuPrime warrants (in) this product against defects in materials and workmanship, and (ii) that each Product, unmodified and under normal use and conditions, will substantially comply with NuPrime' applicable written technical documentation for the Product. NuPrime reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by NuPrime, provided that such substitutions or modifications do not materially affect overall Product performance.

If a hardware defect exists and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, NuPrime will (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. NuPrime may request that you replace defective parts with user-installable new or refurbished parts that NuPrime provides in fulfillment of its warranty

obligation. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes NuPrime's property. When a refund is given, your product becomes NuPrime's property.

OBTAINING WARRANTY SERVICE

If you purchased the product in the U.S., deliver the product, at your expense, to any NuPrime Service Center located in the U.S. If you purchased the product outside of the U.S., deliver the product to any NuPrime Authorized Importer in the country where you purchased the product. Be aware, however, that not all countries have NuPrime Authorized Service Providers ('NASP') and not all Authorized Service Providers outside the country of purchase have all parts or replacement units for the product. If the product cannot be repaired or replaced in the country it is in, it may need to be sent to a different country or returned to the country of purchase at your expense for repair or replacement. If you seek service in a country that is not the country of original purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, NuPrime may repair or exchange defective products and parts with comparable products and parts that comply with local standards. You can always deliver the product to NuPrime's U.S. main service center for obtaining warranty service, however, you may have to pay for return shipping cost.

NuPrime may send you user-installable new or refurbished replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of NuPrime and you agree to follow instructions, including, if required, arranging the return of original product or part to NuPrime in a timely manner. When providing DIY Service requiring the return of the original product or part, NuPrime may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, NuPrime will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed or the replaced product or part is not eligible for warranty service, NuPrime will charge the credit card for the authorized amount.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for NuPrime that can be identified by the "NuPrime" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-NuPrime hardware products or any accessories, even if packaged or sold with NuPrime hardware. Non-NuPrime

manufacturers, suppliers, may provide their own warranties. Other accessories distributed by NuPrime under the NuPrime brand name are not covered under this Limited Warranty. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, liquid contact, fire, earthquake, non-NuPrime products, or other external causes; (b) to damage caused by service performed by anyone who is not a NASP; (c) to a product or a part that has been modified without the written permission of NuPrime; (d) to consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (e) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the product; or (g) if any NuPrime serial number has been removed or defaced.

Important: Do not open the hardware product. Opening the hardware product may cause damage that is not covered by this warranty. Only NuPrime or a NASP should perform service on this hardware product.

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gives you specific legal rights, and you may also have other rights that vary by state or province.

Proof of purchase in the form of a bill of sale or receipted invoice which is evidence that the unit is within the Warranty period must be presented to obtain warranty service.

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