



## ONE YEAR LIMITED HARDWARE WARRANTY

### Warranty Coverage

Drivven, Inc ("Drivven") warranty obligations are limited to the terms set forth below:

Drivven warrants the original purchaser that the **Drivven product** enclosed with this limited hardware warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of one (1) year from the date of the original end-user purchase ("Warranty Period").

The original purchaser shall without undue delay notify Drivven of any defect which appears according to Drivven's RMA Handling, failure to which shall mean that the purchaser loses its right to have the defect remedied. A valid form of a bill of sale or receipt from an authorized retailer/distributor with the date of the original purchase must be presented to obtain warranty service. If a valid claim is received within the Warranty Period, the sole remedy of the original purchaser and Drivven's sole and exclusive liability shall be limited to, at Drivven sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged the replacement hardware becomes the property of the original purchaser and all hardware or part thereof that is replaced shall become the property of Drivven.

This Limited Warranty is applicable in all countries and may be enforced by contacting Drivven support worldwide, for more information please visit our web site [www.drivven.com](http://www.drivven.com)

### Exclusions and Limitations

This warranty does not apply (a) to faulty and improper installation, maintenance, service, repair and/or alteration in any way that is not contemplated in the documentation for the product or carried out with Drivven's consent in writing, operational adjustments covered in the operating manual for the product or normal maintenance, (b) to cosmetic damages, (c) if the product is modified or tampered with, (d) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (e) if the product has had the model or serial number altered, defaced or removed, (f) to consumables (such as batteries) (g) to products that have been purchased "as is" and Drivven, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (h) to any non-Drivven hardware product or any software (irrespective of packaged or sold with a Drivven hardware product) and Drivven products purchased from an unauthorized distributor/reseller, (i) to damage that occurs in shipment or (j) to damages by any other causes not related to defective design, workmanship and/or materials.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER DRIVVEN NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE DRIVVEN PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, DRIVVEN'S TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

### Applicable Law

- This Limited Warranty is governed by and construed under the laws of the State of Texas, USA.
- This Limited Hardware Warranty may be subject to Drivven's change at any time without prior notice.