

KIPPKITTS 1 YEAR LIMITED WARRANTY FOR KIPPKITTS MANUFACTURED PRODUCTS

HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, kippkitts DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

WARRANTY LIMITATIONS THAT MAY AFFECT CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. kippkitts DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, kippkitts LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT kippkitts 's OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS WARRANTY?

kippkitts warrants the aforementioned kippkitts controller board and accessories against defects in materials and workmanship when used normally for a period of ONE (1) YEAR from the date of original purchase by the end-user purchaser ("Warranty Period").

WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply to any non-kippkitts supplied hardware products. kippkitts, in so far as permitted by law, provides their products "AS IS".

This warranty does not apply: to damage caused by use with another product; to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; to damage caused by service performed by anyone who is not a representative of

kippkitts; to any kippkitts Product that has been modified to alter functionality or capability without the written permission of kippkitts; to defects caused by normal wear and tear or otherwise due to the normal aging of the kippkitts Product.

WHAT WILL KIPPKITTS DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to kippkitts, kippkitts will, at its option, (i) repair the kippkitts Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the kippkitts Product with a product that is at least functionally equivalent to the kippkitts Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

WARRANTY SERVICE OPTIONS

Products deemed serviceable under the terms of this agreement are eligible for mail-in service to kippkitts. kippkitts reserves the right to change the method by which kippkitts may provide warranty service to you, and your kippkitts Product's eligibility to receive a particular method of service.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, kippkitts IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.