

Tech-Life - One-year Limited Consumer Warranty Details

Warrantor: This one-year limited consumer warranty (“Warranty”) is issued by Tech-Life, Inc., a California corporation, headquartered in San Diego, doing business as Tech-Life, Inc. (“Tech-Life.”).

Warranty: Tech-Life, Inc. issues this Warranty to a consumer (“Consumer” or “you”) who buys a new, covered device from an authorized reseller. This Warranty cannot be assigned or transferred to any subsequent purchaser or user.

Covered Device: A new, physical Tech-Life, Inc. The GRID (“Device”) is covered by this Warranty if Tech-Life, Inc. includes this Warranty in the original packaging or if Tech-Life, Inc. offers or references this Warranty as part of an online sales or product set-up process. Product registration is not required as a condition to warranty coverage.

Warranty: Tech-Life, Inc. warrants to the Consumer that the Device will under normal use function substantially in accordance with Tech-Life, Inc.’s technical specifications or accompanying product documentation (“Warranty”) for a period of one (1) year from date of original purchase (“Warranty Period”). If and to the extent the Device needs Tech-Life, Inc. software or services to achieve the Warranted Functionality, Tech-Life, Inc. will make and keep software and services available during the Warranty Period provided, however, that Tech-Life, Inc. may update, modify or limit such software and services at Tech-Life, Inc.’s sole discretion so long as the Warranted Functionality is maintained or exceeded.

Exclusions: This Warranty is limited and is not applicable to: (i) normal wear and tear; (ii) defects or damage caused by misuse, accident (including without limitation collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, use with unsuitable devices, software or services; (iii) use not in accordance with the documentation; (iv) damage caused by third party equipment with which the Device is used; (v) commercial use or resale, (iv) used or resold products; (v) use for medical, healthcare or treatment purposes; and (vi) features or performance parameters pertaining to any software or services beyond the Warranted Functionality of the Device. For purposes of clarification, without limiting the generality of the preceding exclusions, this Warranty does not include any specific guarantees regarding uptime or continued availability, data security features of apps or online accounts or that any software, firmware or online sites will function uninterrupted or error-free. This limited warranty is void if a Device is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). This limited warranty does not cover data loss; back up, write down and/or print out your data on a regular basis. Also, consequential damages; incidental damages; and costs related to data recovery, removal, and installation are not recoverable under this warranty. Except as set forth in this Warranty, Tech-Life, Inc. does not extend any express or implied warranties or representations regarding the Device or any connected software or online services.

UNDER THIS WARRANTY, TECH-LIFE, INC. DOES NOT ASSUME ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE DEVICE OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, LOSS OF USE DURING THE PERIOD THAT THE DEVICE IS BEING REPAIRED, CLAIMS OF ANY THIRD PARTIES, OR ANY OTHER DAMAGES ARISING FROM TECH-LIFE, INC.'S BREACH OF THIS LIMITED WARRANTY OR THE USE OF THE DEVICE, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

The laws of the State of California, USA, govern this limited warranty. It gives you specific legal rights, and you may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

Remedies: Consumer's sole and exclusive remedy under this Warranty, and Tech-Life, Inc.'s sole and exclusive responsibility under this Warranty is that Tech-Life, Inc. will, at Tech-Life, Inc.'s option, either repair or replace the defective Device or update software or services so that the Device performs substantially the Warranted Functionality. Any replacement may be, at the option of Tech-Life, Inc., a new or remanufactured Device. If Tech-Life, Inc., in its sole discretion, determines it is not reasonable to replace the defective Device, Tech-Life, Inc. may refund to Consumer the purchase price paid for the Device. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Claims process: To obtain remedies under this Warranty, Tech-Life, Inc. must receive Consumer's claim before the end of the Warranty Period. Consumer must obtain a Return Material Authorization ("RMA") from Tech-Life, Inc. and return the defective Device together with proof of purchase to the address specified by Tech-Life, Inc. in connection with the RMA. Consumer shall bear the cost of shipping the Device to Tech-Life, Inc.. By sending the Device, Consumer agrees to transfer ownership to Tech-Life, Inc.. Tech-Life, Inc. may not return the original Device to Consumer. Any replacement Device will not contain Consumer's data. Tech-Life, Inc. warrants that any repaired or replaced Device is covered for the greater of either the remainder of the original Warranty Period or 90 days following Consumer's receipt of the repaired or replacement Device. If the claim is justified based on this Warranty, Tech-Life, Inc. shall bear the cost of shipping the repaired or replacement Device to the Consumer. Any product returned to Tech-Life, Inc. without a valid warranty claim or without a RMA may be rejected, returned at sender's cost (subject to prepayment) or kept for 30 days for sender's pick-up and then disposed of in Tech-Life, Inc.'s sole discretion.