# **Uneekor Warranty Policy**

# **Limited warranty QED & EYEXO**

UNEEKOR warrants our Sensor (Floor or Ceiling) will be free from defects in materials and workmanship ("Limited Warranty") for a period of one (1) year from the original date of purchase of the Product ("Limited Warranty Period") in accordance with the terms and conditions set forth herein. This Limited Warranty will be void if any alterations, modifications, repairs or other work are performed on the Product by any party other than UNEEKOR. This Limited Warranty will also be void with regard to defects caused by any reason outside the control of UNEEKOR including but not limited to misuse, modification, improper maintenance, accidental impacts, or acts of God such as lightning strike or natural disasters. This Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Limited Warranty covers only the non-consumable hardware components packaged with the Product. It does not cover consumables such as batteries or flash units, technical assistance for hardware or software usage and it does not cover any software products whether or not contained in the Product.

#### Disclaimer

Except for the Limited Warranty, the Product is being sold by UNEEKOR without any other representations or warranties of any kind or character. Accordingly, UNEEKOR expressly disclaims, to the maximum extent provided by applicable law, all other warranties of any kind, express or implied, including, without limitation, warranties as to merchantability, fitness for a particular use or purpose, and warranties of use, infringement or title. UNEEKOR shall not be liable for any indirect, consequential, collateral, special or incidental damages relating in any way to the Product or any related products or property, whether such damage is based on contract, negligence, strict tort, warranty or any other basis.

### **Technical support services**

Seller provides Standard Technical Support Services ("Services") to Customer for the life of the products.

Services included with Products' purchase are: (1) technical firmware and software updates, corrections, modifications, and patches, distributed at the sole discretion of UNEEKOR (the "Updates"); (2) phone, email, web-chat technical support on any call ticket during office hours M-F 8am-5pm PST; (3) return merchandise authorizations and diagnosis for units under warranty; (4) replacement of parts and labor related thereto for Products under warranty; and (5) return shipment for units repaired under warranty.

Customers may request Services from or through Seller from time to time by contacting the Seller in writing (a "Statement of Work"). The Statement of Work shall not be binding upon the Seller until the Seller accepts such Statement of Work in writing. Unless otherwise agreed in writing, all Services to be provided by Seller will only be provided to the original purchaser of the product.

In some events, Seller may engage a third party ("Third Party") to provide the Services ("Third Party Services"). In the case of Third-Party Services, the Third Party shall be the party responsible for providing the services to the Customer and Customer will look solely to the Third Party for any loss, claims, or damages arising from or related to the provision of such Third-Party Services. Customer hereby releases Seller and the entities that control, are controlled by, or are under common control with Seller ("Affiliates") from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates the Terms and Conditions and constitutes a separate agreement with respect to the Services performed. In the event of an addition to or a conflict between any term or condition of the Statement of Work and the Terms and Conditions, the Terms and Conditions will control Changes to the scope of the Services described in a Statement of Work will be made only in writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by the Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

# Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and Third-Party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

#### **Limited license**

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools,

methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property").

Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

# **Warranty service**

To obtain warranty service; first contact UNEEKOR to obtain an RA # (Return Authorization). Then you must deliver the Product, freight prepaid, in either its original packaging or packaging providing equivalent protection to the service facility specified in the return authorization from UNEEKOR. UNEEKOR must receive the Product prior to the expiration of the Limited Warranty Period. You must include a dated sales receipt. Pursuant to the Limited Warranty, upon receipt of a claim of a defect in material and/or workmanship together with the defective Product, UNEEKOR will, at its option, (1) repair the Product or (2) replace the Product with a new or refurbished product. For purposes of this Limited Warranty, "refurbished," means a product or part that has been returned to its original specifications. No other remedies are offered.

# Money back return

If the UNEEKOR Sensor does not perform as claimed or is faulty in manufacturing, you may return the item in its original condition and packaging within thirty (30) days of receiving it. Upon our verification of the original sales receipt, RA approval #, & UNEEKOR Sensor repackaged in original container, we will provide a refund by the same method it was purchased.

# **Sensor Strike Warranty - EYEXO**

In conjunction with the terms of the Limited Warranty of the Product, Uneekor will cover the repair or replacement of a sensor unit for two (2) years from the original date of purchase of the Product ("Strike Warranty Period"), or two occurrences, in the event of a ball strike on the unit, in accordance with the terms and conditions set forth herein. This Strike Warranty will be void if any alterations, modifications, repairs or other work are performed on the Product by any party other than UNEEKOR. This Strike Warranty will also be void with regard to defects caused by any reason outside the control of UNEEKOR including but not limited to misuse, modification, improper maintenance, accidental impacts, or acts of God such as lightning strike or natural disasters. Please refer to the Limited Warranty for full details

# **Extended limited warranty - QED & EYEXO**

UNEEKOR warrants that our Sensor (Floor or Ceiling) (the "Product") will be free from defects in materials and workmanship ("Extended Limited Warranty") for the Extended Limited Warranty Period (as hereinafter defined) in accordance with the terms and conditions set forth herein. This Extended Limited Warranty will be void if any alterations, modifications, repairs or other work are performed on the Product by any party other than UNEEKOR. This Extended Limited Warranty will also be void with regard to defects caused by any reason outside the control of UNEEKOR including but not limited to misuse, modification, improper maintenance, accidental impacts, or acts of God such as lightning strike or natural disasters. This Extended Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Extended Limited Warranty covers only the non-consumable hardware components packaged with the Product. It does not cover consumables such as batteries or flash units, technical assistance for hardware or software usage and it does not cover any software products whether or not contained in the Product. \*\*\*This Extended Limited Warranty shall not apply to the following products: (1) Power Cable; and (2) Power Adapter and Power Connector.\*\*\*

### **Disclaimer**

Except for the Limited Warranty included with delivery of the Product and this Extended Limited Warranty, the Product is being sold by UNEEKOR without any other representations or warranties of any kind or character. Accordingly, UNEEKOR expressly disclaims, to the maximum extent provided by applicable law, all other warranties of any kind, express or implied, including, without limitation, warranties as to merchantability, fitness for a particular use or purpose, and warranties of use, infringement or title.

UNEEKOR shall not be liable for any indirect, consequential, collateral, special or incidental damages relating in any way to the Product or any related products or property, whether such damage is based on contract, negligence, strict tort, warranty or any other basis.

#### **Warranty service**

To obtain warranty service, first contact UNEEKOR via email at support@uneekor.com to obtain a Return Authorization Number ("RA"). UNEEKOR will provide a return shipping label, freight prepaid. You must return the Product in either its original packaging, or packaging providing equivalent protection, to the service facility specified by the RA from UNEEKOR. UNEEKOR must receive the Product prior to the expiration of the Extended Limited Warranty Period. You must include a dated sales receipt. Pursuant to the Extended Limited Warranty, upon receipt of a claim of a defect in material and/or workmanship together with the defective Product, UNEEKOR will, at its option, (1) repair the Product or (2) replace the Product with a new or refurbished product. For purposes of this Extended Limited Warranty, "refurbished," means a product or part that has been returned to its original specifications. No other remedies are offered.

# **Extended limited warranty term - QED**

In the event that you have paid for a 1-year Extended Limited Warranty for QED on or prior to the expiration of the Limited Warranty Term set forth in the Limited Warranty included with delivery of the Product, the Extended Limited Warranty Term shall begin on the expiration of the Limited Warranty Term (the "Extended Limited Warranty Start Date") and shall end on the one (1) year anniversary of the Extended Limited Warranty Start Date.

In the event you have paid for a 2-year Extended Limited Warranty for QED prior to the expiration of the Limited Warranty Term set forth in the Limited Warranty included with delivery of the Product, the Extended Limited Warranty Term shall begin on the Extended Limited Warranty Start Date and shall end on the two (2) year anniversary of the Extended Limited Warranty Start Date.

# **Extended limited warranty term - EYEXO**

In the event that you have paid for a 1-year Extended Limited Warranty for EYEXO on or prior to the expiration of the Limited Warranty Term set forth in the Limited Warranty included with delivery of the Product, the Extended Limited Warranty Term shall begin on the expiration of the Limited Warranty Term (the "Extended Limited Warranty Start Date") and shall end on the one (1) year anniversary of the Extended Limited Warranty Start Date.

In the event you have paid for a 2-year Extended Limited Warranty for EYE XO prior to the expiration of the Limited Warranty Term set forth in the Limited Warranty included with delivery of the Product, the Extended Limited Warranty Term shall begin on the Extended Limited Warranty Start Date and shall end on the two (2) year anniversary of the Extended Limited Warranty Start Date.

# Review of this warranty policy

We may update this warranty policy from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records. If you have any questions regarding our warranty policy, please contact us.

26249 Enterprise Court Lake Forest, CA 92630 Attention: Legal Notices