

Except as set forth below, Kägwerks warrants to the original purchaser ("Purchaser") and/or the original end user ("End User" and together with Purchaser, the "Customer") of the Product that the Product will be free from defects in material and workmanship (the "Limited Warranty") for a period of one (1) year from the date of delivery of the Product to Customer ("Limited Warranty Period"). If Kägwerks determines, in its sole discretion, that the returned Product is defective and satisfies the conditions of this Warranty, then Kägwerks shall provide Customer with a replacement Product at no additional charge for the Product, within a commercially reasonable period of time. Unless otherwise notified by Kägwerks, Customer is responsible for returning the Product to Kägwerks at Customer expense, including shipping costs associated with the replacement Product. The replacement may be a refurbished Product and not a new Product. Except where prohibited by applicable law, this warranty is limited to Customer, and is not assignable or transferable to any subsequent user or owner of the Product or any other third party. ANY CHANGE OR ALTERATION TO THIS LIMITED PRODUCT WARRANTY MUST BE AUTHORIZED IN WRITING BY KÄGWERKS.

1. **Exceptions.** This Limited Warranty does not cover Product accessories such as chargers, mobile phones, compasses, GPS, screen protectors, modifications, etc., nor any services offered to Customer by Kägwerks nor any third party in connection with the Product, nor blemishes, marring of appearance or general wear and tear.

This Warranty will be void and of no effect, and Kägwerks will have no liability hereunder for any of the following Product issues:

- damage or defects to the Products caused by abuse, accident, neglect, improper installation or handling, misapplication, or by failure to use the Product in accordance with instructions for use that are provided with the Product;
- damage caused by fire, flood or other external causes;
- cosmetic damage, including, but not limited to, scratches or other physical damage to the surface of the Product, or color change due to UV;
- damage caused by exposure to moisture, dampness, sand, dirt, and extreme temperatures or other extreme environmental conditions that exceeds the stated limits of the Product set forth in the Product specifications and MIL Spec testing as follows: Cases – MIL STD 810H 516.8, DOCK Lite – MIL STD 810g
- normal wear and tear of Product use;
- damage caused by unauthorized opening, repair, or modification;
- the embedded software if applicable, including modifications to, or removal of, the embedded software;
- any issues related to connecting a Product to a non-program of record equipment being utilized or tested for non-standard use cases;
- any issues related to an App used in connection with the applicable Product.

This Limited Warranty does not, under any circumstances, cover the replacement of or reimbursement for any electronic device connected to a Product or other item that is not a Product.

2. **Warranty of Authenticity.** Kägwerks warrants that all products delivered under this Order are new and in their original packaging. No substitutions are to be supplied without the Client's prior written consent. Seller certifies that the products are genuine products authorized by the Manufacturer and are entitled to the full Manufacturer's warranty and service including any related software.
3. **How to Make a Claim under the Limited Warranty.** All Warranty claims must be made by e-mailing support@kagwerks.com (and including in the subject line: Warranty Claim). All Products must also be returned to Kägwerks with the original or copy of a sales receipt or Purchase Order/Contract Number for the returned Product prior to the expiration of the Limited Warranty Period. Incomplete returns will not be accepted. We are not responsible or liable for Products that are damaged or lost in transit from Customer to Kägwerks. Kägwerks recommends that Customer ship Customer returned Product to us via a trackable shipment method.

Kägwerks will evaluate Customer claim (typically within 15 business days after receipt of the returned Product) and determine whether the returned Product is covered by the Limited Warranty. If Kägwerks determines that the returned Product is not covered by the Limited Warranty, then Kägwerks will notify Customer and ship the returned Product back to Customer at its expense. If Kägwerks determines that the returned Product is covered by the Limited Warranty, then Customer will receive a replacement Product as set forth in the section of these Product Terms entitled, "Limited One-Year Warranty."

4. **Sole and Exclusive Remedy.** Customer sole and exclusive remedy for any breach of the Limited Warranty, and our sole and exclusive liability, is to provide a replacement or repair at Kägwerks' discretion for the defective Product as set forth in the section of these Product Terms entitled, "Limited One-Year Warranty". Replacement Products are covered by the Limited Warranty for the remainder of the Limited Warranty Period that applied to the original Product that was replaced.
5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THESE PRODUCT TERMS, THE PRODUCT, INCLUDING ANY EMBEDDED SOFTWARE, IS PROVIDED "AS IS," AND "AS AVAILABLE," AND KÄGWERKS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS. KÄGWERKS DOES NOT WARRANT THAT THE PRODUCT OR EMBEDDED SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE, OR THAT ALL ERRORS MAY BE CORRECTED. Some states or other jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to Customer. This warranty gives Customer specific legal rights and Customer may also have other rights which vary from jurisdiction to jurisdiction. In any event, any implied warranties that may exist under the laws of Customer jurisdiction are limited to the one (1) year period set forth in the Limited Warranty described above.
6. **Limitation of Liability.** IN NO EVENT SHALL KÄGWERKS BE LIABLE UNDER ANY LEGAL THEORY OR FORM OF ACTION FOR ANY LOSS OF LIFE OR PHYSICAL INJURY RELATING OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR COST OF SUBSTITUTE GOODS) IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS ARISING OUT OF OR RELATED TO THE PRODUCT (INCLUDING THE EMBEDDED SOFTWARE), ITS USE OR INABILITY TO USE, EVEN IF KÄGWERKS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY IN CONNECTION WITH ANY CAUSES OF ACTION ARISING UNDER WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS RELATED TO THE PRODUCT (INCLUDING EMBEDDED SOFTWARE), ITS USE OR INABILITY TO USE (NOT ATTRIBUTABLE TO PERSONAL INJURIES) EXCEED, \$50. THESE EXCLUSIONS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
7. **Indemnification.** Customer agree to defend, indemnify, and hold Kägwerks, our affiliates, and our and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal fees, arising or resulting from: (i) Customer breach of these Product Terms, or (ii) Customer negligence or willful misconduct in using the Product including Embedded Software (including any claims of property damages or personal injury). We will provide notice to Customer of any such claim, suit, or proceeding and will assist Customer, at Customer expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at Customer expense) of any matter that is subject to indemnification under this section. In such case, Customer agree to cooperate with any reasonable requests assisting our defense of such matter.
8. **Miscellaneous.** These Product Terms and any action related thereto will be governed by the laws of the State of Washington without regard to its conflict of laws provisions. Customer hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Washington for purposes of any dispute.

Our failure to act on or enforce any provision of these Product Terms will not be construed as a waiver of that provision or any other provision in these Product Terms. No waiver will be effective against us unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and Customer in writing, these Product Terms constitutes the entire agreement between Customer and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Product Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.