

Modjoul One (1) Year Limited Warranty

IMPORTANT: BY USING YOUR MODJOUL DEVICE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE MODJOUL ONE (1) YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.

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, MODJOUL DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT.

WHAT IS COVERED BY THIS WARRANTY?

Modjoul Inc. of 398 College Ave, Clemson, SC, USA, 29631 (“Modjoul”) warrants the Modjoul-branded hardware product and the Modjoul-branded accessories contained in the original packaging (“Modjoul Product”) against defects in materials and workmanship when used normally in accordance with Modjoul's published guidelines for a period of ONE (1) YEAR from the date of original purchase by the end-user purchaser (“Warranty Period”). Modjoul’s published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Modjoul branded hardware products or any software, even if packaged or sold with Modjoul hardware. Distributors, other than Modjoul, may provide their own warranties to you – please contact them for further information. Software distributed by Modjoul with or without the Modjoul brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Modjoul does not warrant that the operation of the Modjoul Product will be uninterrupted or error-free. Modjoul is not responsible for damage arising from failure to follow instructions relating to the Modjoul Product’s use.

This Warranty does not apply: (a) to consumable parts, such as batteries, SD Cards, or protective coatings that are designed to diminish over time, unless failure has occurred due to defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches and dents unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (d) to damage caused by operating the Modjoul Product outside Modjoul’s published guidelines; (e) to damage caused by service (including upgrades and expansions) performed by anyone other than Modjoul; (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Modjoul Product; (g) if any serial number has been removed or defaced from the Modjoul Product; or (h) if you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase).

YOUR RESPONSIBILITIES

Before receiving warranty service, Modjoul may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Modjoul's procedures for obtaining warranty service. Before submitting your Modjoul Product for warranty service you should ensure all contents of its storage media are offloaded.

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA WILL BE DELETED AND REFORMATTED. MODJOUL IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE MODJOUL PRODUCT SERVICED.

Following warranty service, your Modjoul Product or a replacement device will be returned to you as your Modjoul Product was configured when originally purchased, subject to applicable updates. Modjoul may install firmware updates as part of warranty service that will prevent the Modjoul Product from reverting to an earlier version of the firmware.

Important: Do not open the Modjoul Product. Opening the Modjoul Product may cause damage that is not covered by this Warranty. Only Modjoul should perform service on this Modjoul Product.

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

If during the Warranty Period you submit a claim to Modjoul in accordance with this warranty, Modjoul will, at its option:

- (i) repair the Modjoul Product using new or previously used parts that are equivalent to new in performance and reliability, or
- (ii) replace the Modjoul Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability

HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources described below before seeking warranty service. If the Modjoul Product is still not functioning properly after making use of these resources, please contact a Modjoul representative. A Modjoul representative will help determine whether your Modjoul Product requires service and, if it does, will inform you how Modjoul will provide it. When contacting Modjoul via telephone, other charges may apply depending on your location.

Online information with details on obtaining warranty service is provided below.

WARRANTY SERVICE OPTIONS

Modjoul will provide warranty service through a mail-in service. If Modjoul determines that your Modjoul Product is eligible for mail-in service, Modjoul will send you prepaid waybills and if applicable, packaging material and instructions on how to properly pack and address your Modjoul product, so that you may ship your Modjoul Product to a Modjoul location. Instructions may be sent to you via email or in hard copy with the packaging material. Once service is complete, the Modjoul location will return the Modjoul Product to you. Modjoul will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Modjoul Product are followed.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. WE SPECIFICALLY DO NOT WARRANT THE ACCURACY OF THE SENSORS OR THE DATA COLLECTED.

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

GENERAL

No Modjoul reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This warranty and the rights and duties of the parties will be governed by and interpreted in accordance with the internal laws of the State of Washington without regard to its conflict of laws provisions. Modjoul or its successor in title is the warrantor under this Warranty.

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