



# Limited Hardware Warranty Terms & Conditions

## Room Alert Monitor Limited Warranty

AVTECH Software Inc. (AVTECH) warrants its Room Alert environment monitors against defects in materials and workmanship under normal use for a period of three (3) years from the date of purchase for Room Alert PRO monitors and a period of one (1) year for all other Room Alert monitors ('Warranty Period') by the original end user customer. If a hardware defect arises and a valid claim is received by AVTECH Technical Support within the initial Warranty Period, at its option and to the extent permitted by law, AVTECH will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by AVTECH, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes property of the end user customer and the replaced item, if applicable, becomes property of AVTECH. Replacement products will be shipped to customers via ground, economy or least cost international equivalent at AVTECH's expense. Products returned to AVTECH or a regionally designated Reseller by customers will be shipped at the customer's expense. Expedited shipment methods are available upon request and will be used only at the customer's expense. Parts provided by AVTECH in fulfillment of its Warranty obligation must be used in products for which Warranty service is claimed. The non-working product being replaced must be returned to AVTECH and becomes AVTECH's property. No products can be returned to AVTECH for credit or replacement without prior RMA authorization by AVTECH Technical Support. All products returned without prior authorization become property of AVTECH with no further obligation to the customer. After the initial Warranty period, any such replacement is at AVTECH's sole discretion. A special upgrade/replacement program is available for out of Warranty replacements.

## Sensor & Accessory Limited Warranty

AVTECH Software Inc. (AVTECH) warrants its environment monitoring sensors and accessories against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase ('Warranty Period') by the original end user customer. If a hardware defect arises and a valid claim is received by AVTECH Technical Support within the Warranty Period, at its option and to the extent permitted by law, AVTECH will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by AVTECH, assumes the remaining Warranty of the original product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes property of the end user customer and the replaced item, if applicable, becomes property of AVTECH. Replacement products will be shipped to customers via ground, economy or least cost international equivalent at AVTECH's expense. Products returned to AVTECH or a regionally designated Reseller by customers will be shipped at the customer's expense. Expedited shipment methods are available upon request and will be used only at the customer's expense. Parts provided by AVTECH in fulfillment of its Warranty obligation must be used in products for which Warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to AVTECH and becomes AVTECH's property. Refunds are paid only after the returned product is received by AVTECH. No products can be returned to AVTECH for credit or replacement without prior RMA authorization by AVTECH Technical Support. All products returned without prior authorization become property of AVTECH with no further obligation to the customer.

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### Exclusions & Limitations

This Limited Warranty applies only to hardware products manufactured by AVTECH. The Limited Warranty does not apply to any non-AVTECH manufactured hardware products or software, even if packaged or sold with AVTECH hardware. Manufacturers, suppliers, or publishers, other than AVTECH, may provide their own warranties to the end user customer, however AVTECH, in so far as permitted by law, provides their products 'as is'. Software distributed by AVTECH with or without the AVTECH brand name (including, although not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

AVTECH does not warrant that the operation of the product will be uninterrupted or error-free.

AVTECH is not responsible for damage arising from failure to follow instructions relating to the product's installation or use. This warranty does not apply: (a) to damage caused by use with non-AVTECH products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake, unstable power grid or other external causes; (c) to damage caused by improper installation or operating the product outside the permitted or intended uses described by AVTECH; (d) to a product or part that has been modified to alter functionality or capability without the written permission of AVTECH; (e) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (f) to cosmetic damage, including although not limited to scratches, dents and broken plastic on ports; or (g) if any AVTECH serial number has been removed or defaced. AVTECH reserves the right to modify or amend this Limited Warranty at any time, for any reason, and will notify users by posting changes in writing online at AVTECH.com when changes are implemented. Email notification to current customers is standard policy.