

Limited Warranty

WORLDWIDE LIMITED WARRANTY AND TECHNICAL SUPPORT

General Terms

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, ALIEN APPARATUS COMPANY, INC. MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALIEN APPARATUS COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This limited warranty applies to the Alien Apparatus Company branded hardware products sold by or leased from Alien Apparatus Company, Inc., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Alien Apparatus") with this Limited Warranty. This Limited Warranty is applicable in all countries and may be enforced in any country where Alien Apparatus or its authorized service providers offer warranty service subject to the terms and conditions set forth in this limited warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Alien Apparatus warrants that the Alien Apparatus product you have purchased from Alien Apparatus or from an Alien Apparatus authorized reseller is free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase. The Limited Warranty period starts on the date of purchase or lease from Alien Apparatus. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Alien Apparatus branded hardware is required within the Limited Warranty period. This Limited Warranty extends only to the original purchaser or lessee of this Alien Apparatus branded product and is not transferable to anyone who obtains ownership of the Alien Apparatus branded product from the original purchaser or lessee.

Alien Apparatus products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty period of the Alien Apparatus hardware product in which they are installed, whichever is longer.

During the Limited Warranty Period, Alien Apparatus will repair or replace the defective component parts or the hardware product. All component parts or hardware products removed under this Limited Warranty become the property of Alien Apparatus. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the thirty (30) day Limited Warranty of the spare part. In the unlikely event that your Alien Apparatus product has a recurring failure, Alien Apparatus, at its discretion, may elect to provide you with a replacement unit of Alien Apparatus's choosing that is at least equivalent to your Alien Apparatus branded product in hardware performance. Alien Apparatus reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of replacement. This is your exclusive remedy for defective products.

This is not a service contract, and this warranty does not include maintenance, cleaning, or periodic check-up.

Alien Apparatus reserves the right to make changes in design and/or improvements upon its products without any obligation to include these changes in any products theretofore manufactured.

Alien Apparatus does not warrant that the operation of this product will be uninterrupted or error-free. Alien Apparatus is not responsible for damage that occurs as a result of your failure to follow the instructions that came with the Alien Apparatus branded product.

This Limited Warranty does not apply to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; or (c) by modification or service by anyone other than (i) Alien Apparatus, (ii) an Alien Apparatus authorized service provider, or (iii) your own installation of end-user replaceable Alien Apparatus or Alien Apparatus approved parts if available for your product in the servicing country.

These terms and conditions constitute the complete and exclusive warranty agreement between you and Alien Apparatus regarding the Alien Apparatus branded product that you have purchased or leased. These terms and conditions supersede any prior agreements or representations – including representations made in Alien Apparatus sales literature or advice given to you by Alien Apparatus or an agent or employee of Alien Apparatus – that may have been made in connection with your purchase or lease of the Alien Apparatus branded product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Alien Apparatus.

Limitation of Liability

IF YOUR ALIEN APPARATUS BRANDED HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. ALIEN APPARATUS'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

ALIEN APPARATUS IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ALIEN APPARATUS IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED ALIEN APPARATUS OR AN AUTHORIZED REPRESENTATIVE OF ALIEN APPARATUS OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Software

ALIEN APPARATUS DOES NOT WARRANT SOFTWARE PRODUCTS. Alien Apparatus's only obligations with respect to software distributed by Alien Apparatus under the Alien Apparatus brand are set forth in the applicable end-user license agreement. Non-Alien Apparatus hardware and software products are provided "AS IS." However, non-Alien Apparatus manufacturers, suppliers, or publishers may provide their own warranties directly to you.

Software Technical Support

Software technical support is defined as assistance with questions and issues about the software that was included by Alien Apparatus with the Alien Apparatus branded product at the time of your purchase or lease of the product. Technical support for software is available for the first ninety (90) days from the date of product purchase or lease. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving software technical support. After the first ninety (90) days, technical support for software that was included with the Alien Apparatus branded product at the time of your purchase or lease of the product is available for a fee.

Requesting Warranty Service

To request warranty service for the product, contact the Alien Apparatus authorized reseller from which you purchased the product.

Worldwide, warranty service may be requested by emailing support@alienapparatus.com.

In the United States and Canada, warranty service may also be requested by calling the Alien Apparatus Toll Free Technical Phone Support Center at 1-888-533-6012.

For warranty service, send the product only to the Alien Apparatus factory. All shipping charges must be pre-paid. If the requested repairs or service, including parts replacement, are within the terms of this Limited Warranty, Alien Apparatus will pay return shipping charges only to a designated point within the United States. If the entire unit is sent, it must be shipped in its original packing. No accessories should be shipped with the product. If any accessories are shipped with the product, Alien Apparatus shall have no liability whatsoever for the loss or damage to any such accessories, nor for its safe return thereof.