

## Smart-e 5 Year Limited Warranty Statement

### A. Extent of limited warranty

1. Smart-e (UK) Ltd warrants to the end-user customers who have purchased the 2 year extension of the standard 3 year warranty, that Smart-e product specified above will be free from defects in materials and workmanship for the duration of 5 years, which duration begins on the date of purchase by the customer. The customer is responsible for maintaining proof of date of purchase.
2. Smart-e warranty covers only those defects which arise as a result of normal use of the product, and do not apply to any:
  - a. Improper or inadequate maintenance or modifications
  - b. Operations outside product specifications
  - c. Mechanical abuse and exposure to severe conditions
3. If Smart-e receives during applicable warranty period notice of defect, Smart-e will at its discretion replace or repair defective product. If Smart-e is unable to replace or repair defective product covered by the Smart-e warranty within reasonable period of time Smart-e shall refund the cost of the product.
4. Smart-e shall have no obligation to repair, replace or refund unit until customer returns defective product to Smart-e.
5. Any replacement product could be new or like new, provided that it has functionality at least equal to that of the product being replaced.
6. Smart-e's limited warranty is valid in any country where the covered product is distributed by Smart-e.

### B. Limitations of warranty

TO THE EXTENT ALLOWED BY LOCAL LAW NEITHER SMART-E NOT ITS THIRD PARTY SUPPLIERS MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SMART-E PRODUCT AND SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE

### C. Limitations of liability

To the extent allowed by local law the remedies provided in this warranty statement are the customers sole and exclusive remedies

TO THE EXTENT ALLOWED BY LOCAL LAW EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT IN NO EVENT WILL SMART-E OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT TORT OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### D. Local law

To the extent that this warranty statement is inconsistent with local law, this warranty statement shall be considered modified to be consistent with such law.