

Bluegiga WRAP product hardware LIMITED WARRANTY STATEMENT 1.5

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1. DURATION OF WARRANTY

The hardware warranty period for Bluegiga WRAP product is one (1) year commencing on its date of Receipt (Bluegiga shall consider Receipt Date to be three (3) days after the date printed on the Delivery Note). If the Bluegiga WRAP product hardware does not function as warranted during the warranty period, and Bluegiga is unable to either 1) make it to do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded

2. EXTENT OF WARRANTY

- 2.1 This warranty covers only repair or replacement of defective Bluegiga product hardware. Bluegiga is not liable for, and does not cover under warranty, any costs associated with servicing and/or installation of Bluegiga products.
- 2.2 The warranty does not cover any damage to this product that results from normal fare and tear, accident, abuse, misuse, natural or personal disaster, unsuitable physical or operating environment, improper maintenance by you or any unauthorized disassembly, repair or modification.
- 2.3 THESE WARRANTIES REPLACE ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ARE YOUR SOLE AND EXCLUSIVE REMEDY.
- 2.4 Bluegiga will not warrant uninterrupted or error-free operation of the Bluegiga WRAP product.
- 2.5 Any technical or other support provided for the Bluegiga WRAP product under warranty, such as assistance via e-mail, will be provided WITHOUT WARRANTIES OF ANY KIND.

3. WARRANTY SERVICE

To obtain warranty service, you may return a defective product, freight prepaid and insured, to Bluegiga. You must include product identification information, including model number and serial number (if applicable) with a detailed description of the problem you are experiencing. You must also include proof of the date of original Delivery Date as evidence that the product is within the applicable warranty period. Specific instructions on how to contact Bluegiga and on how the warranty services are provided to you shall be found in the applicable user manual.

4. LIMITATION OF LIABILITY

- 4.1 Bluegiga's total liability, whether for breach of agreement, warranty, negligence, strict liability or otherwise, is limited to fifteen (15) percent of the fee actually paid by you to Bluegiga for the Bluegiga WRAP product with respect to which losses or damages are claimed.
- 4.2 This limit also applies to Bluegiga's suppliers. It is the maximum for which Bluegiga and its suppliers are collectively responsible.
- 4.3 UNDER NO CIRCUMSTANCES IS BLUEGIGA LIABLE FOR ANY OF THE FOLLOWING: 1) LOSS OF, OR DAMAGE TO YOUR RECORDS OR DATA OR 2) SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, COVER PURCHASES EVEN IF BLUEGIGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR 3) PERSONAL INJURY TO THE FULLEST EXTENT THAT CAN BE DISCLAIMED BY LAW.

5. GOVERNING LAW

This statement shall be constructed under and subject to the laws of Finland, excluding its rules for choice of law. The application of the UN's Convention on Contracts for International Sale of Goods is expressly excluded. All disputes arising under, out of, or in any way connected with this statement shall be finally settled by arbitration pursuant to the Arbitration Rules of the Chamber of Commerce in Helsinki by one sole arbitrator. The language of the arbitral proceedings shall be English and the place of arbitration Helsinki, Finland. Any changes, additions or modifications to this Agreement must be in writing and signed by representatives of both parties.