

Extended Warranty Terms

Purchase and Term of Agreement

The Extended Warranty Agreement will extend the buyer's coverage to three years from the original shipment date of the Covered Product and adds up to two incidents of accidental damage coverage, each subject to a reduced service fee, plus applicable tax. Service fees are reduced prices for repairing or replacing the device covered by the Extended Warranty. Service fees vary upon each individual device and can be found at www.motionics.com/warranty.html.

All charges for coverage shall be due and payable as of the date of this Agreement and shall be non-refundable after 30 days from receipt. If you cancel the Extended Warranty within the first 30 days after receipt and have not made a claim, you will receive a full refund of the price of the Extended Warranty.

Limitation of Damages

In no event shall Motionics, LLC be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

Warranty Coverage

Hardware Services

Motionics, LLC warrants the Covered Product to be free of all defects in material and workmanship for three year from date of shipment to buyer. This warranty extends to the original buyer (only or and each successive buyer within the warranty period).

Within the period of the limited warranty, the buyer must submit a valid claim by notifying Motionics, LLC that a defect in material and workmanship has arisen in the Covered Product. Motionics, LLC will repair or replace Covered Product free of charge. All warranty repairs and services must be performed by an authorized Motionics, LLC technician, or at an authorized Motionics, LLC service facility.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Motionics, LLC except for the following expenses, which shall be assumed by the buyer:

- (i) Any postage, insurance or shipping charges incurred in returning the product for service and receiving the product after service.

Accidental Damage from Handling

If the buyer submits a valid claim notifying Motionics, LLC that the Covered Product, not including additional accessories purchased, has failed due to accidental damage from handling, Motionics, LLC will, at its discretion and subject to the service fee described below, either:

- (i) Repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or

- (ii) Exchange the Covered Product with a replacement product that is new or equivalent to new performance and reliability.

Accidental Damage from Handling coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (i.e. damage caused by dropping or liquid contact from spills) that arises from the buyer's normal usage of the Covered Product as intended for such Covered Product.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Motionics, LLC except for the following expenses, which shall be assumed by the buyer:

- (i) Any postage, insurance or shipping charges incurred in returning the product for service and receiving the product after service.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- (i) Protection against normal wear and tear, excessive or catastrophic damage, theft, misplacement, or damage caused by reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product.
- (ii) Failure to pay the service fee or provide information relating to the accident when asked.
- (iii) Additional accessories purchased with the Covered Product.
- (iv) Mishandling during shipment of the Covered Product.
- (v) Cosmetic damage to the Covered Product, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Product.
- (vi) Preventative maintenance on the Covered Product.

IMPORTANT: DO NOT OPEN THE COVERED PRODUCT, AS DAMAGE CAUSED AS A RESULT OF OPENING THE PRODUCT IS NOT COVERED IN THE EXTENDED WARRANTY. ONLY MOTIONICS, LLC SHOULD PERFORM SERVICE ON THE COVERED PRODUCT.

How to Obtain Warranty Services

Please visit www.motionics.com/warranty.html for further information on obtaining warranty services.

After Motionics, LLC have received the Covered Product, Motionics, LLC representative will do one of the following:

- (i) Service or repair the Covered Product to conform to the applicable warranty.
- (ii) Replace the Covered Product with goods those are identical or reasonably equivalent to the warranted goods.

Notice to Buyer

This warranty gives the buyer specific legal rights, and the buyer may also have other rights which vary from state to state. The buyer has the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to Motionics, LLC. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.