

Assured Wireless Corporation

Limited Hardware Warranty Terms

These are terms applicable to your hardware (“Hardware”) warranty. Your embedded software is subject to the AWC EULA (link available below) and/or specific Software warranty terms for additional software products loaded on the device (and together with the Hardware is the “Product”).

Duration of Hardware Warranty: One (1) Year

Product SKU Covered: AW12, AW12-EI

Replacement, Repair or Refund Procedure for Hardware: AWC and/or its distributors will use commercially reasonable efforts to ship a replacement part or unit within ten (10) working days after receipt of the RMA request from the original purchaser (“Customer”). Actual delivery times may vary based on Customer location.

AWC, as its exclusive warranty remedy, reserves the right to refund the purchase price.

Limited Hardware Warranty

Hardware. Assured Wireless Corporation ("AWC") warrants that commencing from the date of shipment to Customer (and in case of resale by a reseller, commencing not more than ninety (90) days after original shipment by AWC), and continuing for a period of the longer of (a) ninety (90) days or (b) as otherwise set forth at <https://www.assured-wireless.com/support>, the Hardware will be free from defects in material and workmanship under normal use. The date of shipment by AWC is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of AWC and its distributors and suppliers under this limited warranty will be, at AWC's or its distributors' option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the warranties web page at <https://www.assured-wireless.com/support>; or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, provided freight and insurance are prepaid. AWC replacement Hardware or parts used in Hardware replacement may be new or equivalent to new. Any of AWC's obligations hereunder are conditioned upon the return of affected Hardware in accordance with AWC or its distributors then-current Return Material Authorization (RMA) procedures.

Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, (b) has not been installed, operated, maintained, and repaired in accordance with instructions supplied by AWC, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, negligence, misuse, or accident; or (d) is designated for beta, evaluation, testing or demonstration purposes.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY ASSURED WIRELESS CORPORATION, ITS DISTRIBUTORS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Limitations and Exclusions of Liability. In no event will Assured Wireless, its distributors, or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party has been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of AWC, its affiliates, officers, directors, employees, agents, suppliers, distributors, and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by Customer for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

Governing Law, Jurisdiction and Venue. Customer agrees that California law governs this limited warranty (notwithstanding any conflict of laws provision) and the Federal courts located in San Diego County California shall be the exclusive venue and jurisdiction related to any claim arising under this limited warranty.

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the above, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the product.
- If you purchased the product directly from AWC, go to <https://www.assured-wireless.com/support> to start your RMA process.

If you are instructed to return your product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the unit to the company you originally purchased it from as instructed.
- Your unit will be replaced per the applicable warranty guidelines.
- If you cannot locate your supplier, contact Assured Wireless at (858) 859-2942.

Important Note - All returned material must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material.

If you do not have an RMA number, AWC reserves the right to refuse receipt of returned units.

Important Claim Information

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product SKU, IMEI or Serial number:	

AWC End User License Agreement (AWC EULA)

The AWC End User License Agreement (EULA) governing software use is available at: <https://www.assured-wireless.com/support/>.

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