

## Atlona, Inc. ("Atlona") Limited Product Warranty Policy

### Coverage

Atlona warrants its products will substantially perform to their published specifications and will be free from defects in materials and workmanship under normal use, conditions and service.

Under its Limited Product Warranty, Atlona, at its sole discretion, will either:

- A) repair or facilitate the repair of defective products within a reasonable period of time, restore products to their proper operating condition and return defective products free of any charge for necessary parts, labor and shipping
- OR
- B) replace and return, free of charge, any defective products with direct replacement or with similar products deemed by Atlona to perform substantially the same function as the original products
- OR
- C) refund the pro-rated value based on the remaining term of the warranty period, not to exceed MSRP, in cases where products are beyond repair and/or no direct or substantially similar replacement products exist.

Repair, replacement or refund of Atlona's products is the purchaser's exclusive remedy and Atlona's liability does not extend to any other damages, incidental, consequential or otherwise.

This Limited Product Warranty extends to the original end-user purchaser of Atlona's products and is non-transferrable to any subsequent purchaser(s) or owner(s) of these products.

### Coverage Periods

Atlona's Limited Product Warranty Period begins on the date of purchase by the end-purchaser. The date contained on the end-purchaser's sales or delivery receipt is the proof purchase date.

#### **Limited Product Warranty Terms – New Products**

- 10 years from proof of purchase date for hardware/electronics products purchased on or after June 1, 2013
- 3 years from proof of purchase date for hardware/electronics products purchased before June 1, 2013
- Lifetime Limited Product Warranty for all cable products

#### **Limited Product Warranty Terms – Refurbished (B-Stock) Products**

- 3 years from proof of purchase date for all Refurbished (B-Stock) hardware and electronic products purchased on or after June 1, 2013

### Remedy

Atlona recommends that end-purchasers contact their authorized Atlona dealer or reseller from whom they purchased their products. Atlona can also be contacted directly. Visit [www.atlona.com](http://www.atlona.com) for Atlona's contact information and hours of operation. Atlona requires that a dated sales or delivery receipt from an authorized dealer, reseller or end-purchaser is provided before Atlona extends its warranty services. Additionally, a return merchandise authorization (RMA) and/or case number, is required to be obtained from Atlona in advance of returns.

Atlona requires that products returned are properly packed, preferably in the original carton, for shipping. Cartons not bearing a return authorization or case number will be refused. Atlona, at its sole discretion, reserves the right to reject any products received without advanced authorization. Authorizations can be requested by calling 1-877-536-3976 (US toll free) or 1-408- 962-0515 (US/international) or via Atlona's website at [www.atlona.com](http://www.atlona.com).

### Exclusions

This Limited Product Warranty excludes:

- Damage, deterioration or malfunction caused by any alteration, modification, improper use, neglect, improper packing or shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature.
- Damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Atlona to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.
- Equipment enclosures, cables, power supplies, batteries, LCD displays, and any accessories used in conjunction with the product(s).
- Products purchased from unauthorized distributors, dealers, resellers, auction websites and similar unauthorized channels of distribution.

### **Disclaimers**

This Limited Product Warranty does not imply that the electronic components contained within Atlona's products will not become obsolete nor does it imply Atlona products or their electronic components will remain compatible with any other current product, technology or any future products or technologies in which Atlona's products may be used in conjunction with. Atlona, at its sole discretion, reserves the right not to extend its warranty offering in instances arising outside its normal course of business including, but not limited to, damage inflicted to its products from acts of god.

### **Limitation on Liability**

The maximum liability of Atlona under this limited product warranty shall not exceed the original Atlona MSRP for its products. To the maximum extent permitted by law, Atlona is not responsible for the direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

### **Exclusive Remedy**

To the maximum extent permitted by law, this limited product warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. To the maximum extent permitted by law, Atlona specifically disclaims all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Atlona cannot lawfully disclaim or exclude implied warranties under applicable law, then all implied warranties covering its products including warranties of merchantability and fitness for a particular purpose, shall provide to its products under applicable law. If any product to which this limited warranty applies is a "Consumer Product" under the Magnuson-Moss Warranty Act (15 U.S.C.A. §2301, ET SEQ.) or other applicable law, the foregoing disclaimer of implied warranties shall not apply, and all implied warranties on its products, including warranties of merchantability and fitness for the particular purpose, shall apply as provided under applicable law.

### **Other Conditions**

Atlona's Limited Product Warranty offering gives legal rights, and other rights may apply and vary from country to country or state to state. This limited warranty is void if (i) the label bearing the serial number of products have been removed or defaced, (ii) products are not purchased from an authorized Atlona dealer or reseller. A comprehensive list of Atlona's authorized distributors, dealers and resellers can be found at [www.atlona.com](http://www.atlona.com).