Warranty Certificate



EvoLogics warrants only to the original purchaser of this product from an EvoLogics authorized reseller or distributor that this product will be free from defects in material and workmanship under normal use and service. This limited warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by EvoLogics.

Limited Warranty: EvoLogics GmbH warrants its products to be free of defects in material and workmanship under normal use and service for <u>12 months from date of delivery</u>.

If a product does not operate as warranted during the applicable warranty period, EvoLogics shall reserve the right, at its expense, to repair or replace the defective product or part and deliver an equivalent product or part to the customer. The repair/replacement unit's warranty continues from the original date of purchase. All products that are replaced become the property of EvoLogics. Replacement products may be new or reconditioned.

The products are not user serviceable. Removing parts or attempting to service the product by any unauthorized service center is not allowed. This warranty is voided if (i) the product has been modified or repaired by any unauthorized person, (ii) the product was subject to accident, abuse, or improper use (iii) the product was subject to conditions more severe than those specified in the manual.

Warranty service may be obtained by contacting EvoLogics within the applicable warranty period and providing a copy of the dated proof of the purchase. Upon proper submission of required documentation a Return Material Authorization (RMA) number will be issued. An RMA number is required in order to initiate warranty service support for all EvoLogics' products. Products that are sent to EvoLogics for RMA service must have the RMA number marked on the outside of return packages and sent to EvoLogics prepaid, insured and packaged appropriately for safe shipment. Customers are responsible for return shipping fees. Customers shipping from outside of Germany are responsible for custom charges, including but not limited to, duty, tax, and other fees.

IF THE EVOLOGICS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, THE CUSTOMER'S SOLE REMEDY SHALL BE, AT EVOLOGIC'S OPTION, REPAIR OR REPLACE. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EVOLOGICS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION MAINTENANCE OR USE OF EVOLOGICS'S PRODUCTS.

EVOLOGICS SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLECT, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR MODIFY, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

LIMITATION OF LIABILITY: TO THE FULL EXTENT ALLOWED BY LAW EVOLOGICS ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATE, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT EVOLOGICS' OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Governing Law: This Limited Warranty shall be governed by the laws of Germany.

EvoLogics GmbH

Geschäftsführer Dr. R. Bannasch Dr. K. Kebkal

Ackerstrasse 76 D-13355 Berlin

Tel. +49 30 46798 620 Fax +49 30 46798 6201 info@evologics.de www.evologics.de

Bank Konto 5256870 00 Berliner Bank BLZ 100 708 48

DEUT DE DB110

IBAN DE08 100 708 480 5256870 00

Amtsgericht Berlin-Charlottenburg

HRB 77787

USt- ID- Nr. DE813090859

Steuer- Nr. 37/296/20446