
Wave Product Warranty

Release 0.0.1

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Contents

1	Information, Guideline & Practices	1
1.1	Release Notes and Notices	1
1.2	General Terms	2
1.3	Country-specific Terms	4
1.4	Warranty Service Information	7
2	Document Author(s):	8
2.1	Make it Wave Ltd	8

1.1 Release Notes and Notices

This section provides information about what is new or changed, including urgent issues, Software & documentation updates, maintenance and new releases.

- ‘Updates’ are the term used to describe significant changes to our public source code. These technical documents are now contained within our public source code.

1.1.1 Version 0.0.1

This is the first release/ draft of this technical document.

Older Versions

There are no older versions of this document, however a table has been made so that enteries can be made. We’re also still exploring how exactly we will make links to the older versions possible. Perhaps a PDF snapshot will do, before the directory is overwritten with the next version. The sphinx methodology is new to our team, we’re still exploring this and other options for maintaining technical documents for this project:

Table 1: Table 1.0 - Older Versions of this Document

archive date	version	description	download link
no date	0.0.0	N/A	N/A

Version 0.0.0

N/A

1.1.2 Known and Corrected Issues

Below is a table of pending issues which have been reported to our team. These issues will be cleared from this list as and when they are remedied.

Table 2: Table 1.1 - Known Issues

date	version	subject	description
01-11-2018	0.0.1	N/A	no doubt many issues to report - first draft only

Comments - none

1.1.3 Recently Updated Topics

Nothing significant to report

1.2 General Terms

This Wave® Limited Warranty applies only to Wave® hardware products you purchased for your own use and not for resale.

1.2.1 What this Warranty Covers

Wave® warrants that each Wave® hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Wave. The warranty period and type of warranty service that apply to your product are as specified in “Part 3 - Warranty Service Information” below. This warranty only applies to products in the country or region of purchase.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

1.2.2 How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty services by contacting Wave® or a Wave® approved Service Provider. A list of approved Service Providers and their telephone numbers is available at: <https://makeitwave.com/distributors.html>

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider’s normal service area. Contact a local Service Provider for information specific to your location.

1.2.3 Customer Responsibilities for Warranty Service

Before warranty services are provided, you must take the following steps: • follow the service request procedures specified by the Service Provider • backup or secure all programs and data contained in the product • provide the Service Provider with all system keys or passwords • provide the Service Provider with sufficient, free, and safe access to your facilities to perform service • remove all data, including confidential information, proprietary information and personal information, from the product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service • remove all features, parts, options, alterations, and attachments not covered by the warranty • ensure that the product or part is free of any legal restrictions that prevent its replacement • if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide warranty service

1.2.4 What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. The Service Provider may direct you to download and install designated software updates.

Some problems may be resolved with a replacement part that you install yourself called a “Customer Replaceable Unit” or “CRU.” If so, the Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the type of warranty service designated for the product under **Part 3 - Warranty Service Information** below.

If the Service Provider determines that it is unable to repair your product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace your product, your sole remedy under this Limited Warranty is to return the product to your place of purchase or to Wave® for a refund of your purchase price.

1.2.5 Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Wave’s property and the replacement product or part becomes your property. Only unaltered Wave® products and parts are eligible for replacement. The replacement product or part provided by Wave® may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

1.2.6 Use of Personal Contact Information

If you obtain service under this warranty, you authorize Wave® to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Wave® may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Wave® to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Wave’s privacy policy is available at <https://makeitwave.com/>

1.2.7 What this Warranty Does not Cover

This warranty does not cover the following: • uninterrupted or error-free operation of a product • loss of, or damage to, your data by a product • any software programs, whether provided with the product or installed subsequently • failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials • damage caused by a non-authorized service provider • failure of, or damage caused by, any third party products, including those that Wave® may provide or integrate into the Wave® product at your request • any technical or other support, such as assistance with “how-to” questions and those regarding product set-up and installation • products or parts with an altered identification label or from which the identification label has been removed

1.2.8 Limitation of Liability

Wave® is responsible for loss or damage to your product only while it is in the Service Provider’s possession or in transit, if the Service Provider is responsible for the transportation.

Neither Wave® nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL WAVE, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF WAVE, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH Wave® IS LIABLE UNDER LAW.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

1.2.9 Your Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH WAVE. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

1.3 Country-specific Terms

Australia “Wave” means Wave® (Australia & New Zealand) and its Service Center Partners within the Country.

The following replaces the same section in Part 1:

1.3.1 What this Warranty Covers

Wave® warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Wave® will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Wave® informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in **Part 3 - Warranty Service Information**.

THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.

The following replaces the same section in Part 1:

1.3.2 Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Wave's property and the replacement product or part becomes your property. Only unaltered Wave® products and parts are eligible for replacement. The replacement product or part provided by Wave® may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

The following is added to the same section in Part 1:

1.3.3 Use of Personal Contact Information

Wave will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Wave. The following replaces the same section in Part 1:

1.3.4 Limitation of Liability

Wave® is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation. Neither Wave® nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL WAVE, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF WAVE, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT. THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR

BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH Wave® IS LIABLE UNDER LAW.

The following replaces the same section in Part 1:

1.3.5 Your Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT

For example, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand

The following is added to the same section in Part 1:

1.3.6 Use of Personal Information

Wave® will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Wave® (Australia & New Zealand)

Bangladesh, Cambodia, India, Indonesia, Nepal, Philippines, Vietnam and Sri Lanka

The following is added to Part 1:

1.3.7 Dispute Resolution

Disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore. This warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in India, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings shall be conducted in the English language. The English language version of this warranty prevails over any other language version in such proceedings.

1.3.8 European Economic Area (EEA)

The following is added to Part 1:

Customers in the EEA may contact Wave® at the following address: Make it Wave Ltd, New Mill Farm Stables, Monknash, Cowbridge, Wales, CF71 7QQ. Service under this warranty for Wave® hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Wave.

Russia

The following is added to Part 1:

Product Service Life The product service life is four (4) years from the original date of purchase.

1.4 Warranty Service Information

Australia “Wave” means Wave® (Australia & New Zealand) and it’s Service Center Partners within the Country.

The following replaces the same section in Part 1:

1.4.1 What this Warranty Covers

Wave® warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Wave® will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Wave® informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in **Part 3 - Warranty Service Information**.

CHAPTER 2

Document Author(s):

2.1 Make it Wave Ltd