

Roving Networks Warranty Policy

Roving Networks warrants you that its product hardware is free from defects in material and workmanship. Subject to the terms, conditions and limitations set forth below, Roving Networks will at its opinion, either repair or replace any part of Roving Networks product that is proven defective by reason of improper workmanship or materials. Repaired parts or replacement products will be provided by Roving Networks on an exchange basis, and will be either new or refurbished to be functionally equivalent to new.

1. DURATION OF WARRANTY

The hardware warranty period for Roving Networks product is one (1) year commencing on its date of Receipt (Roving Networks shall consider Receipt Date to be three (3) days after the date printed on the Shipping Receipt). If the Roving Networks product hardware does not function as warranted during the warranty period, and Roving Networks is unable to either 1) make it to do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded.

2. EXTENT OF WARRANTY

2.1 This warranty covers only repair or replacement of defective Roving Networks product hardware. Roving Networks is not liable for, and does not cover under warranty, any costs associated with servicing and/or installation of Roving Networks products.

2.2 The warranty does not cover any damage to this product that results from normal wear and tear, accident, abuse, misuse, natural or personal disaster, unsuitable physical or operating environment, improper maintenance by you or any unauthorized disassembly, repair or modification.

2.3 This warranty does not cover any of Roving Networks modules that have been attached, soldered or incorporated into the user's product. Only modules that are in a "new" condition will be covered.

2.4 THESE WARRANTIES REPLACE ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ARE YOUR SOLE AND EXCLUSIVE REMEDY.

2.5 Roving Networks will not warrant uninterrupted or error-free operation of Roving Networks product.

2.6 Any technical or other support provided for the Roving Networks product under warranty, such as assistance via e-mail, will be provided WITHOUT WARRANTIES OF ANY KIND.

2.7 The warranty does not cover batteries, battery damage, or damage from improperly applying power to Roving Networks devices.

3. WARRANTY SERVICE

To obtain warranty service, you may return a defective product, freight prepaid and insured, to Roving Networks. See Roving Networks Return Policy for details.

4. LIMITATION OF LIABILITY

4.1 Roving Networks' total liability, whether for breach of agreement, warranty, negligence, strict liability or otherwise, is limited to fifteen (15) percent of the fee actually paid by you to Roving Networks for the Roving Networks product with respect to which losses or damages are claimed.

4.2 This limit also applies to Roving Networks' suppliers. It is the maximum for which Roving Networks and its suppliers are collectively responsible.

4.3 UNDER NO CIRCUMSTANCES IS ROVING NETWORKS LIABLE FOR ANY OF THE FOLLOWING: 1) LOSS OF, OR DAMAGE TO YOUR RECORDS OR DATA OR 2) SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, COVER PURCHASES EVEN IF ROVING NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR 3) PERSONAL INJURY TO THE FULLEST EXTENT THAT CAN BE DISCLAIMED BY LAW.

5. GOVERNING LAW

This statement shall be constructed under and subject to the laws of the United States of America.