

Diamond Quest 'Vision7G' (3) Year Limited Warranty

FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE. DIAMOND QUEST, THE WARRANTOR UNDER THIS LIMITED WARRANTY, IS IDENTIFIED AT THE END OF THIS DOCUMENT ACCORDING TO THE COUNTRY OR REGION IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

Diamond Quest's warranty obligations for this hardware product are limited to the terms set forth below:

Diamond Quest, warrants this hardware product against defects in materials and workmanship under normal use for a period of THREE (3) YEARS from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received by Diamond Quest within the Warranty Period, at its option and to the extent permitted by law, Diamond Quest will either (1) repair the product at no charge, using new parts or parts equivalent to new in performance and reliability, (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Diamond Quest may request that you replace defective parts with new or refurbished user-installable parts that Diamond Quest provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Diamond Quest, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Diamond Quest's property. Parts provided by Diamond Quest in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Diamond Quest and becomes Diamond Quest's property. If a defect arises and Diamond Quest receives a valid claim after the first one hundred and eighty (180) days of the Warranty Period, a shipping and handling charge may apply to any repair or exchange of the product undertaken by Diamond Quest.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the hardware product manufactured by or for Diamond Quest that can be identified by the "Vision7G" trademark, trade name, or logo annexed to it. The Limited Warranty does not apply to any non-Vision7G hardware product or any software, even if packaged or sold with the Vision7G hardware. Manufacturers, suppliers, or publishers, other than Diamond Quest, may provide their own warranties to the end user purchaser, but Diamond Quest, in so far as permitted by law, provides their products "as is". Software distributed by Diamond Quest with or without the Vision7G brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Diamond Quest does not warrant that the operation of the product will be uninterrupted or error-free. Diamond Quest is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials and workmanship; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (c) to damage caused by use with non-Diamond Quest products; (d) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by Diamond Quest; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative

of Diamond Quest or an Diamond Quest Authorized Service Provider (“AASP”); (g) to a product or part that has been modified to alter functionality or capability without the written permission of Diamond Quest; or (h) if any Diamond Quest serial number has been removed or defaced.

Important: Do not open the hardware product. Opening the hardware product may cause damage that is not covered by this warranty. Only Diamond Quest or an authorized service provider should perform service on this hardware product.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, DIAMOND QUEST SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF DIAMOND QUEST CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DIAMOND QUEST IN ITS SOLE DISCRETION.

No Diamond Quest reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIAMOND QUEST IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE VISION7G PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. DIAMOND QUEST DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. OBTAINING WARRANTY SERVICE

Please access and review the help resources referred to in the documentation accompanying this hardware product before seeking warranty service. If the product is still not functioning properly after making use of these resources, access the online website at <http://www.diamondquest.us> for instructions on how to obtain warranty service. You must follow Diamond Quest’s warranty processes. Diamond Quest may provide warranty service (i) at an retail store (“Vision7G Retail”) or AASP location, where service is performed at the location, or the Vision7G Retail or AASP may send the product to an Vision7G repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Diamond Quest may send you packaging material) to enable you to ship the product to Diamond Quest’s repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product (“DIY Service”). Upon receipt of the replacement product or part, the original product or part becomes the property of Diamond Quest and you agree to follow instructions, including, if required, arranging the return of original product or part to Diamond Quest in a timely manner. When providing DIY Service requiring the return of the original product or part, Diamond Quest may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs.

If you follow instructions, Diamond Quest will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Diamond

Quest will charge the credit card for the authorized amount. Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Diamond Quest may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, Diamond Quest may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

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