

# Cloudstore Warranty Policy

Applies to Redpark Cables and "Airconsole" Brand Serial adaptors

## **CLOUDSTORE LTD. STANDARD EQUIPMENT WARRANTY**

Cloudstore (CLOUDSTORE) warrants that all Cloudstore Ltd. manufactured equipment will be free of any defect in materials or workmanship for the period of (1) year. Warranty begins from the date of shipment from a CLOUDSTORE facility. The warranty is extended to customers and applies to all CLOUDSTORE manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed. The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than CLOUDSTORE or a CLOUDSTORE authorized third-party service provider. CLOUDSTORE reserves the right to substitute functionally equivalent new or serviceable used parts.

## **WARRANTY CLAIMS AND PROCEDURES**

- 1 During the applicable Standard Equipment Warranty Period outlined above, customers sole and exclusive remedy for any breach of the Standard Equipment Warranty will be, at CLOUDSTOREs sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to CLOUDSTORE for inspection and evaluation. To be entitled to rights under the Standard Equipment Warranty, the customer must notify CLOUDSTORE in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Equipment Warranty Period. Notice to a CLOUDSTORE reseller, systems integrator, sales representative or other third party is not notice to CLOUDSTORE. Following its receipt of any such customer notice, CLOUDSTORE will determine whether the reported problem is covered by this Standard Equipment Warranty. If CLOUDSTORE determines that the problem is covered, CLOUDSTORE will authorize repair or replacement of the defective product, as deemed appropriate by CLOUDSTORE in its sole discretion.

- 2 Before shipping any product to CLOUDSTORE, the customer must obtain a written return authorization from CLOUDSTORE, and provide any proof of warranty eligibility requested by CLOUDSTORE. Any product received by CLOUDSTORE without a return authorization may, at CLOUDSTORE's option, be returned to the customer collect. Once a return authorization is obtained, the customer is responsible for packing and shipping the product/component to which its warranty claim relates to a service facility designated by CLOUDSTORE, within thirty (30) days after receipt of the return authorization. Upon receipt of replacement equipment (or part thereof), customer has thirty (30) days to tender the defective equipment (or part thereof) to the return carrier for shipment to the service center designated by CLOUDSTORE. If customer does not timely return the defective equipment (or part thereof), CLOUDSTORE shall invoice customer for the list price of such equipment (or part thereof), plus applicable shipping. Such failure to return the equipment (or part thereof) may, in CLOUDSTORE's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment has been returned.
- 3 CLOUDSTORE will provide customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by CLOUDSTORE in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment (or parts thereof) replaced by CLOUDSTORE become the property of CLOUDSTORE. CLOUDSTORE has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by CLOUDSTORE or has been used with non-CLOUDSTORE supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii) service, exchange

or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof); (iv) service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its production life; or (v) provide any 3rd party application software support or service involving application hardware or replace any accessories. If CLOUDSTORE elects to perform any such services at customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at CLOUDSTORE's then-prevailing rates.

### **EQUIPMENT WARRANTY EXCLUSIONS**

CLOUDSTORE does not warrant or guarantee, and is not responsible for:

- 1 Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of CLOUDSTORE's control, or (B) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
- 2 Alterations and/or Modifications to any part of CLOUDSTORE's product, without CLOUDSTORE's written authorization unconditionally VOIDS the CLOUDSTORE Standard Warranty. Equipment built to customer's specifications that are later found not to meet customer's needs or expectations.
- 3 The performance of the equipment when used in combination with equipment not purchased, specified, or approved by CLOUDSTORE.
- 4 The Lithium Polymer batteries included in Airconsole Adaptors are subject to degradation and reduced run time over the course of regular use thus carries a warranty of 90 days after purchase to perform as designed for thirty (30) full recharge cycles preceding degradation. After 30 discharges the work time will gradually

diminish with extended use. Please visit our website to purchase replacement batteries for Airconsole.

## **ADDITIONAL WARRANTY NOTES**

- 1 OEM or third-party equipment that is incorporated into CLOUDSTORE equipment is covered under the applicable CLOUDSTORE Standard Equipment Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into CLOUDSTORE equipment. For example and not limitation, included 5V power adaptors included with Airconsole TS products are OEM products that have a limited 1 year manufacturers warranty.
- 2 Items Sold As Resale. Items sold as resale are such items that are not manufactured by CLOUDSTORE but may be utilized in conjunction with or independently of CLOUDSTORE manufactured equipment (such as computers, additional serial cables and network adapters) and shall be covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items.
- 3 The CLOUDSTORE Warranty applies to the original purchaser, and is not transferrable. Used Equipment. IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, IT IS SOLD AS IS AND WITH NO WARRANTY.

## **SERVICES WARRANTY**

CLOUDSTORE warrants that the services will be performed in a professional manner (the Services Warranty). Notice of a breach of the Services Warranty must (i) specify in reasonable detail, the nature of the claim, and (ii) be received within ninety (90) days from the last day of performance of the services. Upon notice of a breach of the services warranty and CLOUDSTORE determination of the validity of such breach of the Services Warranty, CLOUDSTORE will re-perform the applicable services at CLOUDSTORE expense. If after reasonable opportunity CLOUDSTORE is unable to re-perform such services to the reasonable satisfaction of customer, customer may, as its exclusive

remedy, obtain a refund of the fees paid to CLOUDSTORE under the applicable order for such services.

#### **DISCLAIMER OF WARRANTY**

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, CLOUDSTORE HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITY NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL CLOUDSTORE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF CLOUDSTORE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE CLOUDSTORE EQUIPMENT OR SOFTWARE LICENSES SOLD TO CUSTOMER AND WARRANTED HEREUNDER, CLOUDSTORE PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY CLOUDSTORE FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. GOVERNING LAW AND JURISDICTION