

1045 Wilfrid-Pelletier Avenue Suite 101, Québec, QC G1W 0C6

Warranty and Return Policy





INOGENI limited 5-year warranty

INOGENI warrants the product against material defects in materials or workmanship under normal use and service for a period of five (5) years after the date of the original purchase (Warranty Period). During this period, INOGENI will, at its sole discretion, either: a) issue a credit note; b) repair the defective product; c) or replace the defective product with a new, recertified or equivalent product without charge. The Warranty Period begins on the date of the end user's original purchase from an authorized dealer or distributor.

This warranty extends only to the original end user customer and is not assignable or transferable.

The following Warranty Periods apply:

- A. 5 years(1): Products purchased after August 1, 2024
- B. 2 years: Products purchased before August 1, 2024
 - (1) Exception for USB cable the warranty is 2 years

Warranty applies only to original end-user purchasers from authorized channels.

To the fullest extent allowed by law, the warranties, remedies and limitations contained herein are exclusive and are in lieu of all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise including without limitation, warranties, terms or conditions of merchantability, fitness for a particular purpose, quality, correspondence with description and noninfringement, and all of such other warranties, are expressly disclaimed and excluded.

The warranty is void for normal wear and tear, unauthorized firmware or if the serial number is removed or defaced. INOGENI will not be liable under this warranty if its testing and examination disclose that the alleged defect or malfunction in the product or software does not exist or was caused by the customer's or any third party's misuse, neglect, improper storage, packaging, shipping, handling, installation or testing, unauthorized attempts to open, repair or modify the product or software or any other cause beyond the range of the intended use, or by accident, vandalism, burglary, fire, lightning, other hazards, acts of nature or acts of God. This warranty does not cover any defects resulting from normal wear and tear, operation outside of the environmental specifications for the products, unauthorized firmware or interfacing.

This warranty will not apply to products used for nuclear-related, weapons-related, medical or life-saving purposes to the fullest extent allowed by law.

INOGENI also excludes its liability whether based on contract or tort (including negligence), for incidental, consequential, indirect, special or punitive damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of its products. Even if INOGENI, its suppliers or its reseller has been advised of the possibility of such damages, INOGENI's sole liability concerning its product is limited to repair or replacement of the product at INOGENI's option. This disclaimer of liability for damages will not be affected if any remedy provided herein shall fail for essential purposes.



No warranty for third-party products/service

INOGENI makes no representations and disclaims all warranties of any kind, express or implied, relative to any third-party product or service, including any third-party accessories, hardware, software or firmware which may be connected or incorporated into an INOGENI product.

Disclaimer

Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages for products supplied to customers or the limitation of liability for personal injury, so the foregoing limitations and exclusions may not apply or may be limited in their application to you. When implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights that may vary depending on the law of the applicable jurisdiction.

Shipping

INOGENI will pay for shipping costs from the customer to INOGENI, provided the product is indeed under warranty and there is no damage caused by improper installation or modification of the product. In case of repair or replacement, the shipping costs from INOGENI to the customer will be taken care of by INOGENI.

Return Authorization (RMA) is required for all warranty return products.

Please contact support@inogeni.com to obtain an RMA number and instructions.

FCC notice

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications.

The operation of this equipment in a residential area is likely to cause harmful interference, and the user will be required to correct the interference at their own expense.

European Union EMC Directive conformance statement

This product complies with the protection requirements of EU Council Directive 2004/108/EC on the approximation of the laws of the Member States relating to electromagnetic compatibility.

This product has been tested and found to comply with the limits for Class A Information Technology Equipment according to CISPR 22/European Standard EN 55022. The limits for Class A equipment were derived for commercial and industrial environments to provide reasonable protection against interference with licensed communication equipment.

Governing Law/Venue

This Warranty shall be governed by and interpreted under the laws of the Province of Quebec, Canada irrespective of any choice of law provisions to the contrary.

Thank you for your business.

ICES-003 CAN ICES-3(A)NMB-3(A) <u>Manufacturer:</u> INOGENI Inc.





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