

# Limited Warranty Information

## Avista Group Corporation Product End User Limited Warranty

Subject to the terms and conditions set forth below, Avista Group Corporation Warranties the products purchased from Avista Group Corporation or from an Avista Group Corporation authorized reseller/retailer to be free from defects in materials or workmanship under normal consumer use during the respective Warranty Period set forth below. The Limited Warranty is valid only on Products purchased and used in the lower continental United States (not including Alaska, Hawaii, or Puerto Rico). Cosmetic blemishes or imperfections that do not affect functionality of the Product are not covered under this Limited Warranty. If the Product becomes defective during the warranty period, Avista Group Corporation will repair or replace the Product at its discretion.

### A. 1 Year Warranty

The term "Warranty Period" means a period of 1 Year from the date of the sales receipt for the purchase of the Product. Subject to the terms and conditions of this Limited Warranty, Avista Group Corporation warrants to you (the original retail purchaser) that, during the Warranty Period and under normal use and service, the Product will substantially conform within the user instruction materials packaged with the Product.

### B. Obtaining Warranty Service

To receive instructions for obtaining repair or replacement warranty services as well as general troubleshooting, you may call **877-772-8826** or email us at [service@avistausa.com](mailto:service@avistausa.com) to begin the RMA process. Our office hours are Monday – Friday, 9AM to 5PM Central Time. Avista Group Corporation will attempt to resolve technical issues over email or via phone. If a resolution is not possible, Avista Group Corporation shall issue a Return Merchandise Authorization (RMA) number for a Return. RMA numbers are valid for fifteen (15 days) from the date of issuance and void thereafter.

You must also:

1. Submit proof of purchase in the form of a dated bill of sale, receipt, or invoice placed within the return package and a full detailed description of the defect found.
2. You must return the Product to Avista Group Corporation or to an Avista Group Corporation Authorized Service Provider in a suitable packaging that provides adequate degree of protection against damage during transit to the location specified by Avista Group Corporation. Costs associated with the packaging and shipping for warranty service shall be at your expense. You are also responsible for insuring any Product returned and assume the risk of lost or damaged packages.
3. All returned Products must be accompanied by a valid RMA number located on the exterior of the package.

### C. Exclusive Remedy

During the Warranty Period, Avista Group Corporation will, at its option and as your exclusive remedy for breach of this Limited Warranty or any implied warranties:

- Repair or replace a defective Product, or
- In the event an exact replacement is not available, a model of equal or better value will be sent at no cost to you.
- Any replacement parts will be new or refurbished and the serviced unit will be warranted for the remainder of the original Warranty Period, or thirty (30) days from the date of shipment of the Product back to you, whichever is longer.

**AVISTA GROUP CORPORATION DOES NOT PROVIDE ANY WARRANTIES REGARDING ITS WARRANTY SERVICES AND, EXCEPT FOR THE PRECEDING SENTENCE, DISCLAIMS ALL DUTIES (IF ANY) OF WORKMANLIKE EFFORT OR OF REASONABLE CARE.**

**D. NO OTHER WARRANTIES**

The express warranty stated in Section A above is the only express warranty made to you and is provided in lieu of all other express or implied warranties and conditions (if any) including any created by any other statements, documentation, or packaging. No other warranties or conditions are made with respect to the Product or warranty services by any person, including but not limited to Avista Group Corporation and its suppliers. **No other information (oral or written) or suggestions given by Avista Group Corporation, its agents or suppliers or its or their employees, shall create a warranty or condition or expand the scope of this Limited Warranty.**

**E. EXCLUSIONS FROM LIMITED WARRANTY.**

This Limited Warranty shall not apply and Avista Group Corporation has no liability under this Limited Warranty if the Product:

- Is used for commercial purposes (including rental or lease);
- Has cosmetic blemishes or imperfections;
- Is not purchased from a Avista Group Corporation authorized reseller;
- Is modified or tampered with;
- Is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defective materials or workmanship;
- Serial number is defaced, altered, or removed;
- Is damaged during shipment;
- Is not used in accordance with the user instruction materials packaged with the Product;
- Is repaired, modified, or altered by other than Avista Group Corporation authorized repair centers.

Avista Group Corporation reserves the right to refuse and return, freight collect, Products (i) that are not covered by Avista Group Corporation Warranty; or (ii) for which there is no trouble found. Product delivered to Avista Group Corporation or an Avista Group Corporation Authorized Service Provider with an expired RMA may be refused and returned, without prior notice, to the Customer freight collect.

**F. OTHER LIMITATIONS**

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, AVISTA GROUP CORPORATION DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL AVISTA GROUP CORPORATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, INFORMATION, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF AVISTA GROUP CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR OR REPLACEMENT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE AVISTA GROUP CORPORATION LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING

LIMITATIONS, FOR ANY REASON AVISTA GROUP CORPORATION BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF AVISTA GROUP CORPORATION WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO AVISTA GROUP CORPORATION OR AN AVISTA GROUP CORPORATION AUTHORIZED RESELLER FOR THE PRODUCT.