

Heliospectra AB Warranty Terms and Conditions

This warranty policy is applicable from March 16th 2018 on all Heliospectra branded products (hereinafter “Products”) sold by Heliospectra or by a Heliospectra authorized reseller.

Limited Warranty

Heliospectra warrants that for a period of three (3) years from the date of delivery will be free from defects in material and workmanship. The warranty extends only to the original customer of the product and may not be transferred or assigned by the original customer.

The warranty only applies to sales directly through Heliospectra or any authorized reseller. If the product was purchased through an authorized reseller, the same terms shall apply, but any claim shall be made via the reseller who sold the products to the original customer.

If the product fails to comply with the terms of this warranty, Heliospectra, at its option, will repair and return the original unit or provide a reconditioned unit as a replacement. The warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. Heliospectra commits to complete the repair or exchange program within a period of 30 days of receipt of the defective unit. Guarantee claims must be reported and returned to Heliospectra within a period of thirty (30) days after discovery. All warranty claims must be submitted in writing and have gone through the official Heliospectra Return Material Authorization (RMA) process. If Heliospectra chooses to replace the product and is not able to do so because it has been discontinued or is not available, Heliospectra may refund the purchaser or replace the product with a comparable product.

The customer is responsible for shipping costs associated with shipping the unit to Heliospectra, unless product support occurs during the first ninety (90) days of the three (3) year warranty period wherein Heliospectra will be responsible for the costs associated with shipping the unit to Heliospectra. At any time during the three (3) year period, Heliospectra will provide return shipment of the equipment back to the original user free of charge (excluding Tax & Duty).

Any other equipment or products that are not produced by Heliospectra that have been acquired through a Heliospectra purchase will carry the manufacturer’s standard warranty.

Software Warranty

Heliospectra warrants that for a period of ninety (90) days from the shipment date that the embedded software in the product shall be free from defects in material and workmanship under normal authorized use consistent with the product instruction.

In no event does Heliospectra warrant that the software is error free or that the customer will be able to operate the software without problems or interruptions.

Terms and Conditions

Warranty Limitation

This warranty does not apply under any of the following circumstances:

- a. The product has been opened or altered by anyone other than Heliospectra or an authorized representative
- b. The product has not been installed (including proper electrical installation), operated or maintained in accordance with instructions supplied by Heliospectra
- c. The product has developed defects due to damage in transport, storage or any other circumstances that are beyond the immediate control of Heliospectra
- d. The product has been installed in applications in which ambient temperatures are outside of the intended operating temperature range
- e. The product has developed defects due to natural wear and tear or has been damaged, defaced, subjected to misuse or vandalism, abnormal service or handling
- f. The product is licensed for beta, evaluation, testing or demonstration purposes
- g. The product has been repaired or attempted to be repaired by anyone other than Heliospectra or an authorized representative
- h. The product has been subjected to natural disasters that have caused defects such as lightning strikes, floods, hurricanes, earthquakes, etc.
- i. The product has been subjected to electric line power surges, unstable electrical supply conditions, ripple current or other electrical infrastructure malfunctions

Heliospectra reserves the right to make the final decision on the validity of any warranty claim.

Warranty Claim Process

Before returning any product, a Return Material Authorization (RMA) reference number must be obtained from Heliospectra. This reference is obtained by completing an RMA form provided by Heliospectra that is then assessed to the validity of the claim that will then generate a reference number.

The following information is required by Heliospectra to complete an RMA process:

- a. Date of purchase
- b. Product designation and number
- c. Product serial number
- d. Description of defect and occurrence
- e. Adequate records of operating history, maintenance, and/or testing to substantiate that the product has failed to comply with its intended performance

Implied or Other Warranties

Heliospectra, on behalf of itself and its affiliates disclaim all other warranties whether expressed, implied or statutory regarding or relating to the hardware, documentation, software, media or the services furnished or provided to the customer. Heliospectra specifically disclaims all implied warranties of merchantability and fitness for a particular purpose.

Neither sales personnel of the seller nor any other person is authorized to make any warranties other than those described in this document, or to extend the duration of any warranties beyond the period described in this document unless authorized and signed documents have been provided by Heliospectra.

Disclaimers

To the full extent permitted by law, Heliospectra will not be liable to the customer for any loss or damage arising from the use of the product, or any defect in the product, however it may arise. Nor shall Heliospectra be liable or in any way responsible for any incidental or consequential economic or property damage. Apart from the warranties as stated above, Heliospectra has no obligation to provide support, maintenance, upgrades, modifications or new releases. Heliospectra disclaims all liability and responsibilities pertaining to and arising under this agreement as a result of the customer integrating, connecting or networking the product in any manner whatsoever. If technical support is offered regarding the use or implementation of the product that is outside of that stated in official Heliospectra documentation, it will solely be as an accommodation to the customer and Heliospectra holds no responsibilities or liabilities for the content or use of such advice.

IN NO EVENT WILL HELIOSPECTRA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE OF ANY KIND OR ANY DIRECT LOSS OR DAMAGE OF ANY KIND SUFFERED OR INCURRED BY THE CUSTOMER OR ANY OTHER PERSON IN CONNECTION WITH THE PRODUCT.

THE ABOVE STATE HELIOSPECTRA'S ENTIRE RESPONSIBILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY REGARDING THE HARDWARE AND SOFTWARE.