

# AGENT18

## WARRANTY

### WARRANTY & LIMITATIONS WARRANTY

AGENT18 WARRANTS THAT OUR PRODUCTS WILL BE FREE FROM MANUFACTURING DEFECTS FOR THE LIFETIME OF THE PRODUCT (THE "WARRANTY PERIOD").

IF A VALID CLAIM IS SUBMITTED DURING THE WARRANTY PERIOD, AGENT18 WILL, IN ITS SOLE DISCRETION, EITHER REPAIR THE PRODUCT OR REPLACE IT WITH A FUNCTIONALLY EQUIVALENT NEW PRODUCT. ANY REPAIRED OR REPLACEMENT PRODUCT WILL BE COVERED FOR A WARRANTY PERIOD OF NINETY (90) DAYS FROM THE DATE ON WHICH THE REPAIRED OR REPLACEMENT PRODUCT IS SHIPPED.

LIMITATIONS AND EXCLUSIONS: AGENT18 MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTY AND THE REMEDIES PROVIDED FOR ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AGENT18 SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. IN JURISDICTIONS WHERE AN IMPLIED WARRANTY MAY NOT BE LAWFULLY DISCLAIMED OR EXCLUDED, ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE UPON EXPIRATION OF THE WARRANTY PERIOD.

AGENT18'S LIMITED WARRANTY APPLIES ONLY TO AGENT18 PRODUCTS. THE WARRANTY DOES NOT APPLY TO ANY NON-AGENT18 PRODUCT, EVEN IF PACKAGED, SOLD OR USED WITH AN AGENT18 PRODUCT. THE WARRANTY EXCLUDES ANY SCRATCHING, CRACKING OR SURFACE DAMAGE TO ANY NON-AGENT18 PRODUCT, EVEN IF PACKAGED, SOLD OR USED WITH AN AGENT18 PRODUCT. THE WARRANTY DOES NOT APPLY TO: (1) DESIGN DEFECTS, INCLUDING DAMAGE CAUSED BY ACCIDENT, MISUSE OR ABUSE, (2) DEFECTS CAUSED BY NORMAL WEAR AND TEAR DUE TO NORMAL USE AND/OR AGING, OR (3) DAMAGE CAUSED BY MODIFICATION OF THE PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER AGENT18 NOR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES OR AGENTS SHALL BE RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION ANY COSTS OF REPLACING PERSONAL PROPERTY, OR COST OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN ANY DEVICE OR PRODUCT USED WITH OR CARRIED IN ANY AGENT18 PRODUCT. YOU AGREE THAT TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, AGENT18'S MAXIMUM LIABILITY FOR ANY PRODUCT SOLD BY AGENT18 SHALL BE LIMITED TO THE PURCHASE PRICE FOR SUCH PRODUCT. IN SOME JURISDICTIONS, CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY ARE NOT ALLOWED AND/OR CERTAIN CONSUMER PROTECTION LAWS CANNOT BE DISCLAIMED AS SET FORTH ABOVE. IN SUCH JURISDICTIONS, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO THE RIGHTS AND REMEDIES PROVIDED FOR BY APPLICABLE LAW. TO THE EXTENT THAT LIABILITY UNDER SUCH APPLICABLE LAW MAY BE LIMITED, AGENT 18'S LIABILITY IS LIMITED, IN ITS SOLE DISCRETION, TO REPLACEMENT OR REPAIR OF THE AGENT18 PRODUCT.

### REPLACEMENT POLICY

FOR ALL INSTANCES THAT ARE OUTSIDE THE SCOPE OF THE AGENT18 WARRANTY POLICY, A HALF-PRICE TRADE-IN PROGRAM IS AVAILABLE.