

## **EASE DIAGNOSTICS PRODUCTS WARRANTY\***

### **SOFTWARE**

EASE Diagnostics (EASE) warrants to the original purchaser that the media on which the software is recorded to be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of your receipt. If a defect in the media should occur during this period, you may return it to EASE and we will replace it without charge. EASE warrants that for a period of thirty (30) days from the date of delivery to the purchaser, the software shall materially conform to the specifications defined in pertinent documentation relating thereto (manuals, guides, exclusion documents, and computer-aided instructions).

EASE does not warrant that the operation of the software will be uninterrupted or error free. Further, EASE does not warrant or guarantee the use of, or the results of the use of, the software in terms of correctness, accuracy, reliability, currentness, or otherwise; you rely on the software and results solely at your own risk. The purchaser's sole and exclusive remedy for failure of the software to materially conform to the specifications defined in the pertinent documentation is for the purchaser to return the software to EASE and notify EASE in writing of such non-conformity within thirty (30) days of delivery to the purchaser. EASE's sole obligation shall be, at EASE's option, within a reasonable time after EASE receives notice of non-conformity, to either provide the purchaser with software, which conforms to the express warranty above, or refund to the purchaser the purchaser fee paid. In the event of a refund, this agreement shall be considered terminated and the purchaser, if they have any copies of the software or related materials, shall promptly deliver to EASE and/or destroy all such copies (including that in memory or data storage apparatus) and warrant in writing to EASE within thirty (30) days of termination that the licensed software, related materials and all copies thereof have been either returned and/or destroyed.

Note: If the original purchaser is an EASE reseller, the warranty period begins on the date the product is purchased from EASE, not the date it is sold to the end user.

### **HARDWARE**

To the original purchaser only, EASE warrants the supplied hardware products to be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase as evidenced by a copy of the sales receipt. EASE makes no other express warranty on the hardware products. The purchaser's sole remedy in the event of a breach of warranty is expressly limited to repair or replacement of the defective hardware or, if replacement is not possible, a refund of the purchase price. Repair parts and replacement hardware products will be provided on an exchange basis and will be either reconditioned or new. All hardware returned to EASE that is exchanged becomes property of EASE. This warranty does not cover damage to the products resulting from misuse, accident, disaster, abuse, negligence, improper maintenance, or modification and/or repair of the hardware product other than by EASE.

Hardware repaired or replaced under the warranty listed above will be warranted for the remainder of the original warranty period. All other hardware repaired or replaced outside of the warranty and refurbished hardware will be warranted to be free from defects in materials and workmanship under normal use for a period of 90 days from the date of shipment.

Note: If the original purchaser is an EASE reseller, the warranty period begins on the date the product is purchased from EASE, not the date it is sold to the end user.

### **Limitation of Liability**

Neither EASE nor its authorized reseller(s) shall be liable for any defect, indirect, incidental, special, or consequential damages, whether in an action in contract or tort (including negligence and strict liability), such as, but not limited to, loss of anticipated profits or benefits resulting from the use of this software and/or hardware product or any breach of any warranty, even if EASE or its authorized reseller(s) has been advised of the possibilities of such damages. In no event will EASE or its authorized reseller's liability exceed the price paid for the product.

Note: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

The information presented on this page is believed to be accurate. Responsibility for errors, omission of information, or consequences resulting from the use of this information cannot be assumed by EASE. EASE retains all rights to make changes to specifications at any time without notice.

\*This warranty applies to EASE branded products only. All other products are subject to their manufacturers warranty, such as, but not limited to, all Laptop and Desktop PCs and accessories, Palm and Pocket PC devices and accessories and wireless accessories.