

This product has been manufactured and tested to the highest quality standards by Breqwatr. This Limited Warranty offered by Breqwatr covers defects in material or workmanship in new Breqwatr products and services. This warranty extends to the original purchaser only and is non-transferable. Only consumers purchasing Breqwatr products from authorized retailers or resellers or directly from Breqwatr may obtain coverage under our limited warranties.

This Limited Warranty applies only to Breqwatr branded products and services. Third party products resold by Breqwatr may have separate warranty terms.

1.0 Hardware

Breqwatr warrants solely to Customer that the Hardware will be substantially free from material defects in material and workmanship for the one (1) year period from the date of shipment of the Products ("Hardware Limited Warranty Period").

To the extent permitted by local law, Breqwatr guarantees that it will repair, replace, or refund, at Breqwatr's option, a Breqwatr Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period, if you, the end-user Customer, provides Breqwatr with notice of a defect in your Breqwatr Hardware Product during the Hardware Limited Warranty Period.

Breqwatr's entire liability, and Customer's sole and exclusive remedy, under this warranty will be for Breqwatr, at Breqwatr's option:

- (i) to use reasonable efforts to repair the defective Hardware;
- (ii) to replace the defective Hardware; or
- (iii) after reasonable efforts Breqwatr is not able to correct the deficiencies, to accept return of the Product for a refund of the amount paid for the Product and the pre-paid and unused portion of any remaining term of Support for the Product.

Breqwatr's obligation under this Limited Warranty ceases upon the expiration of the Limited Warranty Period.

Defective parts must be returned to Breqwatr, and if the defective part is not returned Breqwatr may invoice Customer for the replacement part. All Products that are replaced become Breqwatr's property.

Breqwatr will not be responsible for Customer or any third party software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Breqwatr for repair, whether under warranty or not.

2.0 Software

Breqwatr warrants to Customer that the Software will substantially perform in accordance with Breqwatr's official Product specifications for the ninety (90) day period from the date of shipment of the Products. Breqwatr does not warrant that the operation of the Software will be uninterrupted or error free, or that all defects can be corrected.

Breqwatr's entire liability, and Customer's exclusive remedy, under this warranty will be for Breqwatr, at Breqwatr's option:

- (i) to use reasonable efforts to remedy the defective Software within a reasonable period of time so as to cause it to operate as warranted;
- (ii) to replace the affected Software; or
- (iii) if, after reasonable efforts Breqwatr is not able to correct the deficiencies, to accept return of the affected Software for a refund of the amount paid by Customer for the affected Software and the pre-paid and unused portion of any remaining term of Support for the affected Software.

3.0 Services

Breqwatr will use reasonable efforts to provide Services in a workmanlike manner. Customer must notify Breqwatr of any failure to perform within ten (10) days after the date on which the Services are invoiced to the Customer.

Breqwatr's entire obligation, and Customer's exclusive remedy, under this warranty will be for Breqwatr, at Breqwatr's option:

- (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or
- (ii) if, after reasonable efforts Breqwatr is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform

4.0 Exclusions

BREQWATR DOES NOT WARRANT THAT THE OPERATION OR PERFORMANCE OF THIS BREQWATR PRODUCT OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. BREQWATR IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE BREQWATR PRODUCT.

This limited warranty does not cover damage:

1. as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes;
2. by operation outside the usage parameters or not in accordance with product instructions;
3. caused by modification of hardware components (such as PCU overclocking)
4. by software, interfacing, parts or supplies not supplied by Breqwatr;
5. by improper site preparation, maintenance or environmental conditions that do not conform to Breqwatr's site specifications;
6. resulting from electrical power;
7. by virus, infection, worm, or similar malicious code not introduced by Breqwatr;
8. by loss or damage in transit;
9. by modification or service by anyone other than Breqwatr or an Breqwatr authorized service provider;
10. by improper installation of end-user replaceable parts if available; or

11. from failure to follow the product instructions or failure to perform preventive maintenance.

This limited warranty does not cover:

1. Third party software, including without limitation, the operating system, management tools and other software added to the Breqwatr-branded products through our factory-integration system, or the reloading of software
2. Software which has been modified from its original version when manufactured
3. Products with missing or altered service tags or serial numbers
4. Products for which Breqwatr has not received payment
5. Normal wear and tear

Breqwatr is not responsible for any interoperability or compatibility issues that may arise when:

1. Products, software, or options not supported by Breqwatr are used;
2. Configurations not supported by Breqwatr are used; or
3. Parts intended for one system are installed in another system of different make or model.

Customer shall be solely liable for all freight, storage, and repair costs associated with any return that, in Breqwatr's sole discretion, is not eligible for return hereunder, and Breqwatr may invoice Customer for any of the foregoing costs.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY BREQWATR HARDWARE PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO THE EXTENT PERMITTED BY LOCAL LAW, BREQWATR IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR STORAGE MEDIA. TO THE EXTENT PERMITTED BY LOCAL LAW, BREQWATR IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY BREQWATR WHEN THE BREQWATR HARDWARE PRODUCT IS MANUFACTURED, SUBJECT TO ANY APPLICABLE UPDATES. MEMORY DATA MAY BE LOST DURING REPAIR.

5.0 Limitation of Liability

Some states or countries do not allow the exclusion or limitation of implied warranties or the limitation of special, incidental, or consequential damages (set out below), so these limitations and exclusions may be limited in their application to you.

BREQWATR'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE, BREQWATR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, SUITABILITY OR NONINFRINGEMENT; OR (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE. BREQWATR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, FOR LOST OR DAMAGED DATA OR SOFTWARE, OR ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED ON THE PRODUCT. BREQWATR DOES NOT WARRANT THAT THE OPERATION OF ANY BREQWATR PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

6.0 High Risk Application Use Restriction

BREQWATR HAS NOT TESTED OR CERTIFIED BREQWATR PRODUCTS FOR USE IN ANY HIGH-RISK APPLICATIONS. THE PRODUCTS ARE NOT DESIGNED FOR USE IN HIGH RISK ENVIRONMENTS REQUIRING FAILSAFE PERFORMANCE, INCLUDING THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, EMERGENCY COMMUNICATIONS SYSTEMS, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF ANY BREQWATR PRODUCTS CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM ("HIGH RISK APPLICATIONS"). THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN, AND YOU SHALL NOT USE ANY SERVICES IN, ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE OR IN ANY HIGH RISK APPLICATIONS. YOU UNDERSTAND AND AGREE THAT BREQWATR MAKES NO WARRANTIES OR ASSURANCES THAT THE PRODUCTS AND SERVICES ARE SUITABLE FOR ANY HIGH RISK APPLICATIONS AND YOU SHALL DEFEND AND INDEMNIFY BREQWATR FROM ANY CLAIMS MADE BY THIRD PARTIES RESULTING FROM ANY SUCH HIGH RISK APPLICATIONS. BREQWATR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK APPLICATIONS.

Limited Warranty
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END OF AGREEMENT