

## **Bleu Station 90 Day Limited Hardware Warranty**

### **1. What is Covered?**

Twocanoes Software, Inc. warrants your Twocanoes-branded Blue Station hardware product (the Twocanoes Product), purchased in the U.S., for a Warranty Period of 90 days from the date of delivery of the Twocanoes product to you (the end customer), against defects in materials and workmanship when used normally and in accordance with product instructions.

### **2. What is not covered?**

This Warranty does not apply to any non-Twocanoes branded hardware products or any software, even if packaged or sold with Twocanoes hardware. Software provided or distributed by Twocanoes is not covered by this Warranty. Regarding rights and use of such software, please refer to the licensing agreement for that software.

This Warranty does not apply to: (a) damage caused by accident, abuse, misuse, liquid contact, fire, earthquake, problems with electrical power, or other external cause; (b) consumable components, such as batteries; (c) cosmetic damage, including but not limited to dents and scratches; (d) damage caused by usage that is not in accordance with product instructions; (e) damage caused by service that is not authorized by Twocanoes; (f) a Twocanoes Product that has been modified to alter its functionality; (g) defects caused by normal wear and tear or normal aging, or (h) Twocanoes Products that have any serial number removed or defaced. Twocanoes does not warrant that the operation of the Twocanoes Product will be uninterrupted or error-free.

### **3. How Warranty Service is Obtained?**

Before your warranty expires, please contact Twocanoes or a Twocanoes representative for warranty service. Warranty inquiries can be made to [support@twocanoes.com](mailto:support@twocanoes.com).

#### **4. How Will My Valid Warranty Claim be Handled?**

Before receiving warranty service, Twocanoes may require that you furnish proof of purchase information, respond to questions to assist with diagnosing the issue, and follow Twocanoes' procedures for obtaining warranty service. Before submitting your Twocanoes Product for warranty service you should maintain a separate backup copy of the contents any data stored on the Twocanoes Product.

If during the Warranty Period you submit a valid warranty claim to Twocanoes, Twocanoes will do one of the following, the selection of which is at Twocanoes' sole option: (i) replace the Twocanoes Product with a device that is at least functionally equivalent to the Twocanoes Product and is formed from new and/or used parts that are equivalent to new in reliability and performance, (ii) repair the Twocanoes Product with new or used parts that are equivalent to new parts in reliability and performance, or (iii) exchange the Twocanoes Product for a refund of your purchase price.

Twocanoes may require you to send the Twocanoes Product to Twocanoes for inspection or repair. You may be required to pay for the cost of shipping the Twocanoes Product to Twocanoes for inspection or repair. All Twocanoes Products that are returned to Twocanoes, and are not repaired, but are replaced or a refund is provided, become Twocanoes property.

If Twocanoes determines that the problem is **not** covered under this Warranty, Twocanoes may be able to offer you service alternatives on a fee basis.

## **5. What if I purchased Integration Support?**

If you purchase Integration Support from Twocanoes, Integration Support will be provided to you under the terms of the applicable Integration Support Agreement. Please refer to that agreement for details on how to obtain service.

## **6. WARRANTY LIMITATIONS**

Twocanoes responsibility for defects in the Twocanoes Product is limited to repair or replacement as set forth in this warranty.

To the extent not prohibited by law in your jurisdiction, this warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Except for the express warranties contained in this warranty statement and to the extent not prohibited by law, Twocanoes disclaims all other warranties and conditions, expressed or implied, statutory or otherwise, including without limitation the (1) warranty of merchantability, (2) warranty of merchantable quality, (3) warranty of fitness for a particular purpose, performance, suitability, (4) warranty of noninfringement, (5) and warranties and conditions against hidden or latent defects. To the extent such warranties and conditions cannot be disclaimed under the laws of your jurisdiction, Twocanoes limits the duration and remedies of such warranties and conditions to the duration of this express limited warranty and, at Twocanoes' option, repair or replacement or refund. No warranties or conditions, whether express or implied, will apply after the limited warranty period has expired. Some jurisdictions do not allow certain disclaimers provided within this section, so such disclaimers may not apply to you.

Twocanoes disclaims any representation that it will be able to replace the Twocanoes product without risk to or loss of information stored in the Twocanoes product.

## **7. LIMITATION OF LIABILITY**

Except as provided in this warranty and to the fullest extent permitted by law, Twocanoes, its subsidiaries, its affiliates, and their respective officers, employees, agents, and independent contractors shall not be liable for any direct, incidental, consequential, special, exemplary, indirect, or punitive damages of any kind, including but not limited to, damages for loss of data, money, business, opportunity, goodwill, reputation, profits, or loss of or damage to or compromise or corruption of data, or any costs of programming, recovering, or reproducing any program or data stored in or used with the Twocanoes product or any failure to maintain the confidentiality of information stored on the Twocanoes product, or other tangible or intangible losses or personal injury, even if Twocanoes had been advised of the possibility of such loss or damages or any claim by a third party, resulting from any breach of warranty or condition, or under any other legal theory.