

LIMITED HARDWARE WARRANTY FOR BUSINESS CUSTOMERS

HARDWARE (BUT NOT SOFTWARE OR DOCUMENTATION) IS WARRANTED BY REALWEAR AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS WHICH CAUSE HARDWARE TO MALFUNCTION UNDER NORMAL USE CONDITIONS WHEN USED IN PROFESSIONAL, BUSINESS, OR COMMERCIAL APPLICATIONS (INCLUDING GOVERNMENT AGENCIES) FOR A PERIOD OF ONE (1) YEAR FOR SKU 171075-B, 171076-B, 171077-B, 171078-B, 171079-B, TWO (2) YEARS FOR SKU 171031-USA-S, 171032-S, 171067-S, 171068-S, 171035-S, 171075-S, 171076-S, 171077-S, 171078-S, 171079-S, THREE (3) YEARS FOR SKU 171031-USA-G, 171032-G, 171067-G, 171068-G, 171035-G, 171075-G, 171076-G, 171077-G, 171078-G, 171079-G FROM DATE OF ORIGINAL PURCHASE. AS USED HEREIN, “NORMAL USE CONDITIONS” SHALL MEAN HARDWARE WHICH HAS BEEN USED AND MAINTAINED IN ACCORDANCE WITH THE APPLICABLE REALWEAR INSTRUCTION MANUAL AND ANY UPDATES OR TECHNICAL ADVISORIES PROVIDED BY REALWEAR WITH RESPECT TO THE HARDWARE. THE EXCLUSIVE REMEDY UNDER THIS LIMITED HARDWARE WARRANTY FOR ANY HARDWARE THAT IS DETERMINED TO BE DEFECTIVE IN WORKMANSHIP OR MATERIALS SHALL, AT REALWEAR’S SOLE OPTION, BE REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE HARDWARE.

THE HARDWARE IS NOT DISTRIBUTED, SOLD OR INTENDED FOR USE BY ANY PERSON OR ENTITY DEFINED AS A “CONSUMER” UNDER THE MAGNUSON-MOSS WARRANTY ACT OF 1975, AND THIS LIMITED WARRANTY IS NOT OFFERED, MADE OR EXTENDED TO ANY SUCH PERSON OR ENTITY.

WARRANTY DISCLAIMERS AND EXCLUSIONS

NO WARRANTY, PRODUCT DESCRIPTION, OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY REALWEAR AS TO ANY HARDWARE OR PRODUCT. REALWEAR DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF HARDWARE OR PRODUCT MISUSE, IMPROPER HARDWARE OR PRODUCT SELECTION, IMPROPER HARDWARE INSTALLATION, OR HARDWARE MODIFICATION, MISREPAIR OR MISAPPLICATION. REALWEAR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE HARDWARE OR ANY PRODUCT: (i) IS MERCHANTABILITY; (ii) IS FIT FOR A PARTICULAR PURPOSE; OR (iii) DOES NOT AND WILL NOT INFRINGE UPON OTHERS’ INTELLECTUAL PROPERTY RIGHTS.

THE LIMITED WARRANTY DOES NOT APPLY TO HARDWARE MALFUNCTIONS WHICH RESULT FROM ABUSE OR MISUSE, AND DOES NOT APPLY TO HARDWARE MALFUNCTIONS CAUSED BY USE OF ACCESSORIES NOT SOLD OR LICENSED BY REALWEAR – INCLUDING BUT NOT LIMITED TO BATTERIES, THIRD PARTY SOFTWARE, CHARGERS, MEMORY CARDS, OR OTHER ACCESSORIES. THE LIMITED WARRANTY ALSO DOES NOT APPLY TO HARDWARE WHICH HAS BEEN OPENED, MODIFIED,

DISASSEMBLED OR TAMPERED WITH (INCLUDING CIRCUMVENTION OF ANY ANTI-TAMPERING SYSTEM) OR WHICH HAS BEEN REPAIRED OR MODIFIED BY THIRD PARTIES NOT AUTHORIZED BY REALWEAR, OR TO HARDWARE WHICH HAS BEEN DISGUISED OR DISFIGURED BY REMOVAL OF TRADEMARKS, SERIAL NUMBERS, OR SIMILAR IDENTIFICATION. THIS LIMITED WARRANTY ALSO DOES NOT APPLY TO HARDWARE WHICH HAS BEEN SUBJECTED TO EXTERNAL PHYSICAL DAMAGE INCLUDING WITHOUT LIMITATION BEING DROPPED, BEING SUBJECTED TO INTRUSION OF WATER OR OTHER LIQUIDS, OR AS THE RESULT OF USER'S FAILURE TO FOLLOW INSTRUCTIONS PROVIDED IN WRITTEN DOCUMENTATION INCLUDED WITH THE HARDWARE OR SUBSEQUENTLY SUPPLIED BY REALWEAR IN THE FORM OF UPDATED MANUALS OR TECHNICAL ADVISORIES. CERTAIN CONSUMABLE OR ACCESSORY SUPPLIES INCLUDED WITH THE HARDWARE OR SOLD SEPARATELY BY REALWEAR (SUCH AS BATTERIES OR SOFT CASES) ARE SUBJECT TO A DIFFERENT WARRANTY TERM AS SET FORTH IN SECTION "C" BELOW.

THE LIMITED WARRANTY IS MADE TO THE ORIGINAL BUYER ONLY AND, EXCEPT WHERE PROHIBITED BY LAW, IS NOT TRANSFERRABLE.

LIMITATION OF LIABILITY AND REMEDIES

REALWEAR EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITES, LOST DATA, AND LOSS OF BUSINESS EXPECTATIONS. REALWEAR'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE HARDWARE THAT GIVES RISE TO ANY LIABILITY. IN THE EVENT THAT LOCAL LAWS PROHIBIT DISCLAIMER OF IMPLIED WARRANTIES, THE DURATION OF ANY IMPLIED WARRANTY SHALL NOT EXCEED ONE (1) YEAR FROM THE DATE OF PURCHASE. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THESE TERMS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR REALWEAR'S SALE OF HARDWARE OR PRODUCTS TO A BUYER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF REALWEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

A. How to Get Warranty Service:

1. i. Before starting the warranty process, please review the "Frequently Asked Questions" at <https://realwear.com/support/faq>.
2. ii. If the FAQ's do not resolve your problem, then please submit a "Support Request" online at <https://realwear.com/contact-us>.
3. iii. Before sending your Hardware to RealWear for service, be sure to keep a copy of any data you want to save, and delete anything you consider confidential. RealWear is not responsible for your data and may erase it.

B. RealWear's Responsibility:

1. i. After you return your Hardware to RealWear (at your cost, unless RealWear is required by applicable law to pay) RealWear will inspect it.
2. ii. If RealWear, in its sole discretion, determines that: (a) a defect in materials or workmanship caused the Hardware to malfunction during the Warranty Period under Normal Use Conditions, and (b) none of the Warranty Disclaimers or Exclusions apply, then RealWear will (at its option) repair or replace the Hardware, or refund the purchase price to You. Unless restricted by applicable law, repair may use new or refurbished parts and replacement may be with a new or refurbished unit.
3. iii. After repair or replacement, your Hardware will be covered by the Limited Hardware Warranty for the longer of (a) the remainder of your original Warranty Period or (b) ninety-five (95) days after RealWear returns the repaired or replaced Hardware to you. Where required by applicable law, the original Limited Warranty Period will be extended for a period of time equal to the time that your Hardware was in RealWear's possession.
4. iv. If your Hardware malfunctions after your Limited Hardware Warranty per your Hardware's SKU expires, RealWear provides no warranty of any kind. After the Warranty Period expires, RealWear may charge you a fee for its efforts to diagnose and service any problems with your Hardware.

C. Accessories and Consumable Parts:

1. i. RealWear branded accessories are covered by the Limited Hardware Warranty, provided that HMT-1 batteries and soft cases are warranted for ninety (90) days only; HMT-1Z1 batteries are warranted for one (1) year; and consumable parts and accessories such as foam pads, straps, hard-hat clips, etc. are not covered by warranty.

Governing Law, Dispute Resolution

A. Arbitration: Any dispute relating to this Agreement including a claim under the Limited Warranty stated above ("Dispute") will be resolved by binding arbitration according to the then-current Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). The existence, content (including all documents and materials submitted to the arbitrators), and results of any arbitration are Confidential Information. The arbitrator will be a neutral practicing attorney or retired judge with experience in similar cases and appointed in accordance with the AAA Rules. The arbitrator must agree in writing to maintain the confidentiality of the arbitration. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The prevailing party will be entitled to recovery of arbitration expenses (including reasonable attorney's fees). The arbitrator's award will include provisions for this recovery. The arbitrator's award will be binding and final. Any court having jurisdiction may enter judgment upon the award. The arbitration will be conducted in English and held in Vancouver, WA.

B. Governing Law: This Agreement is governed by, and the arbitrator will apply, the substantive laws of the State of Washington excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Claims must be brought within one (1) year of the date the claim arose, otherwise the claim will be permanently barred.

C. Class Action Waiver: All proceedings will be conducted solely on an individual basis. No arbitration will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. You will not seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which you act or propose to act in a representative capacity.