



## Limited Warranty

### 1. Limited Warranty.

Sunnex warrants that the Product, if properly used, will be free from defects in material and workmanship, for a period of three (3) years from the date of shipment to Customer. This Limited Warranty extends only to the original buyer. If the Product is determined to be defective within the warranty period, Sunnex, at its option, will repair or replace the Product, at no charge or refund the then-current value of the Product.

### 2. Disclaimers and Limitations.

This Limited Warranty shall be the sole remedy of Customer and the sole liability of Sunnex to the Customer.

This Limited Warranty does not extend or apply to any defects, failures or damage due to or resulting from: (a) acts of God, accident, misuse, use of the Product other than its normal and customary manner, abuse or negligence; (b) everyday wear and tear; (c) alteration or modification of, or to any part of, the Product; (d) improper operation and maintenance; or (e) any repairs or attempted repairs by anyone other than Sunnex. This Limited Warranty does not cover any products sold AS IS or WITH ALL FAULTS. This Limited Warranty excludes the replacement of bulbs for the Product.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUNNEX DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ABSENCE OF LIENS OR INCUMBRANCES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER SUNNEX KNOWS OR HAS REASON TO KNOW OF CUSTOMER'S PARTICULAR NEEDS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH HEREIN, AND THEREAFTER ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

No employee, agent, dealer, reseller or distributor of Sunnex is authorized to modify this Limited Warranty, or to make any additional warranties.

REPAIR, REPLACEMENT OR REFUND, AS PROVIDED UNDER THIS LIMITED WARRANTY, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL SUNNEX BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR TORT DAMAGES OR LOSSES, WHETHER TO PERSON OR PROPERTY, INCLUDING DEATH, ARISING OUT OF OR RESULTING FROM ANY BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR CUSTOMER'S USE OF THE PRODUCT, EVEN IF SUNNEX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE TOTAL LIABILITY OF SUNNEX TO YOU FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE

### 3. Claims Procedure.

(a) Customer must contact Sunnex at (800)-445-7869 with a request for warranty service or to report a technical issue. Sunnex Technical Support will attempt to identify, diagnose and resolve the reported problem via the telephone.

(b) If attempts by Sunnex to resolve a reported problem are unsuccessful, Customer will then be provided with a Customer-specific Returned Merchandise Authorization number ("RMA"). The RMA number must be noted on any correspondence to Sunnex and displayed prominently on the outside packaging of any Product shipped to Sunnex.

(c) Within ten (10) days of receipt of the RMA number, Customer must ship the Product to Sunnex at Customer's expense (insuring the Product is recommended) in either its original packaging or packaging affording an equal degree of protection, to *Sunnex Inc. 8001 Tower Point Dr., Charlotte, NC, 28227*, with a statement describing the problem in reasonable specificity. Proof of purchase must be included to obtain warranty service. Sunnex will not be held responsible for shipping damages that occur in transit. Any damage to the Product during shipping will not be covered under this Limited Warranty and shall be subject to a service charge.

(d) Subject to the limitations specified herein, upon receipt, Sunnex will inspect the shipped Product and, at its sole discretion, repair or replace the Product with the same or a like product to the extent it does not conform to this Limited Warranty. In the event Sunnex, at its sole discretion, opts to replace the Product, should said product be discontinued or no longer be offered for sale by Sunnex, a like product in design and functionality will be provided to Customer.

(e) Sunnex will ship the repaired Product or a replacement to Customer within ten (10) business days after receipt from the date that Sunnex receives the Product. Standard shipments to the Customer will be paid by Sunnex. Sunnex assumes no responsibility for shipment delays by the carrier.

(f) If Customer requires warranty service to be provided in less than ten (10) business days, but not less than three (3) business days, Sunnex will charge Customer an additional One Hundred Dollars (\$100.00) express handling charge per request for each Product.

### 4. Customer Responsibilities.

(a) To validated warranty customer is required to fill out online or provided warranty card. (b) Customer is required to follow the user manual associated with the Product for proper operation.

(c) Customer is required to perform periodic preventive maintenance as called for in the user manual associated with the Product.

(d) Any modifications or repairs made to the Product without prior written authorization from Sunnex will render this Limited Warranty null and void.

Instances whereby this is determined to be the case by Sunnex technical staff will be subject to an initial service charge of \$75.00 (\$25.00 evaluation charge and \$50.00 minimum labor cost).

### 5. Miscellaneous.

In the event that any provision of this Limited Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining provisions shall continue in full force and effect.

The provisions of this Limited Warranty shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles. This Limited Warranty shall not be modified except by an agreement signed by both parties specifically referencing this Limited Warranty.

This Limited Warranty represents the entire agreement between Sunnex and Customer with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

For service assistance or resolution of a service problem, or for Product or warranty information, write to *Sunnex Inc. Sunnex Inc. 8001 Tower Point Drive, Charlotte, NC, 28227*, or visit [www.sunnexonline.com](http://www.sunnexonline.com).