Hardware Warranty Policy

Go-Box Chrome Hardware Warranty Policy

This document forms part of the Go-Box End User License Agreement and all terms used below shall have the meanings given to them therein.

- 1. Hardware Warranty Period. For a period of one (1) year from the date of original purchase from Go-Box, Go-Box warrants to the original purchaser only that the Hardware shall be free of defects in materials, software, and workmanship under normal use and service and substantially conform to the Documentation.
- 2. If Go-Box is notified in writing of a breach of the warranty in Clause 1 above during the Hardware Warranty Period, Go-Box's entire liability and Purchaser's sole remedy shall be (at Go-Box's option) to correct, repair or replace the Hardware, Software, and/or Documentation as applicable within a reasonable time, or provide or authorize a refund of the Fee paid for such Hardware following the return of the Hardware accompanied by proof of purchase. Any items provided as replacement under the terms of this Hardware Warranty Policy will be warranted for the remainder of the original Hardware Warranty Period.
- 3. Upon discovery of any failure of the Hardware, Software, or any component thereof, to conform with the warranty in Clause 1 above, Purchaser is required to contact Go-Box and seek a Return Merchandise Authorization ("RMA") number. Go-Box will promptly issue the requested RMA upon Go-Box's determination that the warranty claim is valid in accordance with the terms and conditions of this Hardware Warranty Policy. Upon confirmation of Purchaser's eligibility for the warranty rights described herein and Go-Box's provision to Purchaser of an RMA (which RMA may be provided, at Go-Box's sole discretion), Go-Box will ship Purchaser replacement Hardware. Such Replacement Hardware may, at Go-Box's sole discretion, be new or refurbished, and be the same or a higher revision model. Within fifteen (15) days of receipt of the Replacement Hardware, Purchaser will return the allegedly defective Hardware or component part(s) of the Hardware to the return location indicated by Go-Box, securely and properly packaged in the packaging provided with the Replacement Hardware (if supplied), using the carriage designated and paid by Go-Box, with the RMA number prominently displayed on the exterior of the packaging.
- 4. Title to the allegedly defective Hardware or component part shall pass to Go-Box upon receipt by Purchaser of the Replacement Hardware, if applicable, or on shipment by

Purchaser of the Hardware to the return location indicated by Go-Box, whichever is the sooner. Should the Hardware or component part(s) of the Hardware returned by Purchaser: (i) be deemed not to be defective or 'no fault found', or (ii) be missing any Hardware, Go-Box will invoice Purchaser and Purchaser agrees to pay the cost of the Hardware or component part of the Hardware, as applicable. If Purchaser fails to return allegedly defective Hardware or any component part(s) of the Hardware to the return location indicated by Go-Box within the referenced time limit, Purchaser will be responsible for the cost of returning such item to the return location and Go-Box will be entitled to enter Purchaser's premises to repossess such item(s) at Purchaser's sole cost.

- 5. GO-BOX SHALL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART THEREOF.
- 6. Title to the Replacement Hardware or any replacement Hardware provided to Purchaser in accordance with Clause 3 shall pass to Purchaser on shipping or payment of the Hardware Fee, whichever is the later. Risk of loss in relation to the Replacement Hardware or any replacement Hardware provided to Purchaser in accordance with Clause 3 passes to Purchaser upon shipment of such Hardware to Purchaser. Purchaser shall be responsible for any associated insurance.
- 7. The warranties contained in this Hardware Warranty Policy do not apply to (a) repair or replacement caused or necessitated by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, or any other misuse, abuse or mishandling; (ii) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) governmental actions or inactions; (iv) strikes or work stoppages; (v) Purchaser's failure to follow applicable use or operations instructions or manuals; (vi) Purchaser's failure to implement, or to allow Go-Box or its agents to implement, any corrections or modifications to the Hardware made available to Purchaser by Go-Box; or (vii) such other events outside Go-Box's reasonable control; and/or (b) repair or replacement that would be contrary to Sanctions and Export Control Laws.
- 8. THE ABOVE HARDWARE WARRANTIES ARE NULL AND VOID IF ANY WARRANTY STICKERS ARE TAMPERED WITH OR ARE MISSING, OR IF THE HARDWARE WAS REPAIRED OR ALTERED BY PERSONNEL OTHER THAN THOSE AUTHORISED BY GO-BOX.
- 9. Changes. Changes to this Hardware Warranty Policy shall be effective thirty (30) days from the date Purchaser is advised of changes to this Hardware Warranty Policy, which notice may include posting of the revised Hardware Warranty Policy to this website.