

AI WARRANTY POLICY

This warranty policy (“Warranty Policy”) sets forth the warranty terms governing Bullhorn, Micromax and CartoPac Field Integration Hardware (“Hardware”) and integrated Hardware components (“Components”) sold by American Innovations, Ltd. (“AI”), either directly or indirectly through a third-party product sales representative or distribution or reseller partner (“Representatives”).

Except as otherwise set forth herein, all warranties are solely for the benefit of the end customer. Any purchase from a third party that is not an AI Representative shall not be eligible for the warranties contained herein.

In the event product-specific warranties as set forth in Section II (“Product-Specific Warranty Terms”) apply, the Product-Specific Warranty Terms shall govern in the event of a conflict between any general warranty contained in Section I, herein and/or the AI Sales Terms and Conditions and the Product-Specific Warranty Terms.

AI reserves the right to amend this Warranty Policy from time to time and thereafter, it shall apply to all subsequent orders. All terms not defined herein shall have the meaning set forth in the AI Sales Terms and Conditions located at: [Sales Terms & Conditions](#).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AI AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF TRADE. AI DOES NOT WARRANT THAT THE HARDWARE WILL MEET THE END CUSTOMER’S REQUIREMENTS. FURTHERMORE, NEITHER AI NOR ITS REPRESENTATIVES WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE OR THE RESULTS OF THE CUSTOMERS USE OF THE HARDWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AI OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

I. GENERAL LIMITED WARRANTY

A. Warranty Period. Unless otherwise provided in Section II, AI warrants that the Hardware will be free from material defects in materials and workmanship and will substantially conform to their published specifications in effect as of the date of manufacture for a period of three (3) years from the date of shipment by AI (“Warranty Period”). Section I(A) does not apply to integrated software components.

B. Warranty Remedies. AI will at its option, either repair or replace defective Hardware if discovered and made known to AI during the applicable Warranty Period. Should AI determine that the foregoing remedies cannot be completed or would be inadequate, AI may return the purchase price of such defective Hardware to the Customer. The foregoing remedies are the sole and exclusive remedies for any defective AI Hardware and integrated Hardware components. The warranty period for any repaired or replaced Hardware, pursuant to Section I(A), shall be for the longer of the remainder of the original Warranty Period or ninety (90) days from repair or replacement.

C. Warranty Coverage. Subject to the exclusions set forth in Section I(D) and/or any Product-Specific Warranty Terms contained herein, this General Limited Warranty covers defects caused by the following:

1. Firmware
2. Integrated component failure
3. Defects in workmanship
4. Defects in design
5. Defects in materials
6. Battery failure or defect
7. Radio defect
8. Faulty cables
9. Recall
10. Any defect of which the cause cannot be reasonably ascertained by AI (“Component Failure”).

D. Warranty Exclusions. Subject to any Product-Specific Warranty Terms set forth in Section II, this General Limited Warranty does not apply to damage or defects caused by, related to, or resulting from the following:

1. Natural and/or environmental events including but not limited to lightning, flood, earthquake, fire, hail, infestation, excessive wind and other extreme weather conditions;
2. Customer abuse, misuse, misapplication, improper storage, improper installation, improper maintenance or unauthorized repair or modification or any failure of customer to comply with any specific operating conditions provided by AI;
3. Physical damage or loss including but not limited to impact, crushing, mutilation, theft, or vandalism;
4. Corrosion;
5. Surge (excepting Bullhorn RM4014S and RM4150S);
6. Normal wear and/or consumables
7. Any finding by AI of no damage or defect upon inspection (“No Fault”).

Notwithstanding anything to the contrary contained herein, any customer action set forth under exclusion No. 2 above, will void any applicable warranty for the Hardware in its entirety.

E. Return Merchandise Authorization Procedure. AI is committed to working with customers on any Hardware issues that may arise. In order to process such claims most efficiently, please follow the steps outlined below. However, customers may contact AI Technical Support at any time at 1-800-229-3402 or support@aiworldwide.com with any concerns or issues that arise with AI’s Return Merchandise Authorization (“RMA”) procedure.

1. For Hardware purchased through AI directly please call AI Technical Support at 1-800-229-3402 or support@aiworldwide.com with the following information: unit type and model number, purchase order number, purchase date, and summary of any issues or defect experienced.
2. For Hardware purchased through an AI Representative please contact the Representative directly for warranty claim instructions.
3. Upon notification, either directly or through its Representative, AI will assist the customer in

trouble shooting the issue and will endeavor to make a determination on the potential cause of the issue including but not limited to the following:

Channel/Input	Communication	Interruption
Faulty Channel	Battery	Faulty Control Board
Faulty Control Board	Carrier Issue	Damaged Wiring
Channel Scaling (BH)	Faulty Fuse	GPS
Damaged Wiring	Over Reporting Unit	Power
Incorrect Channel Wiring	Faulty Power Supply	Incorrect Wiring
	Faulty Radio	Incorrect Settings
		Faulty Relay (12V for BH)

4. If AI cannot reasonably determine or resolve the issue through troubleshooting, AI will initiate the RMA for the defective Hardware. Customer will receive an email notification from AI stating that the RMA has been created and may send the Hardware back to AI for assessment and repair or replacement, as applicable. Customer is responsible for all shipping and delivery charges for the returned Hardware.

5. Once the Hardware is received by AI, AI will evaluate the warranty eligibility and cause of the defect and, if covered by warranty, AI will notify customer of repair or replacement and estimated time to complete. If AI determines that the returned Hardware is not covered under warranty, customer will be charged a \$100 evaluation fee and AI will provide customer with a quote for required repairs. In the event customer returns Hardware not under warranty, customer may choose to either a) have the Hardware repaired at the quoted price; b) request AI return the Hardware “as is”; or 3) upgrade the Hardware to a new Hardware version at a discounted price to be provided by AI. Any evaluation fee paid to AI by customer will be applied to the quoted price of repair or the cost of upgraded Hardware.

II. PRODUCT SPECIFIC WARRANTY TERMS

A. CartoPac Field Integration Hardware. CartoPac Field Integration Hardware, including Allegro QX, Allegro AX, and Mesa 3 shall be warranted for a period of two (2) years from shipment. Any repaired or replaced CartoPac Field Integration Hardware will be warranted for the longer of the original warranty period or an additional ninety (90) days from repair or replacement. All other General Limited Warranty terms apply.

B. Accessories and Non-Integrated Components. All Hardware accessories and any external or non-integrated Hardware components or parts shall be warranted for ninety (90) days from the time of purchase. Any repaired or replaced accessories, non-integrated components or parts shall be warranted for the remainder of the original warranty period. All other General Limited Warranty Terms apply.

C. Bullhorn RM4014S and RM4150S. Bullhorn units RM4014S and RM4150S are warranted against surge events and surge shall not be an excluding factor for RMA and/or repair or replacement. All other General Limited Warranty terms apply.