



TEVANO 1-YEAR LIMITED HARDWARE WARRANTY

The following are terms of your hardware warranty on the Tevano Systems Inc. ("Tevano") hardware product ("Product") purchased by you ("Customer") as the original purchaser. Your embedded software is subject to the Tevano EULA or specific warranty terms for additional software products loaded on the device.

LIMITED HARDWARE WARRANTY

Duration of Hardware Warranty: One (1) Year

Subject to the terms and conditions of this limited warranty, Tevano warrants that the Product will be free from material defects in material and workmanship under normal use for a period of one (1) year from the date of shipment to Customer (or, in the case of resale by a Tevano reseller, commencing not more than thirty (30) days after the date of shipment by Tevano to such reseller).

The date of shipment of a Product by Tevano is set forth on the original packaging material in which the Product is shipped. This limited warranty extends only to the Product as delivered to, and is for the sole and exclusive benefit of, the original purchaser of the Product, and may not be assigned or transferred by the original purchaser. Customer's sole and exclusive remedy, and the entire liability of Tevano and its suppliers, under this limited warranty will be the repair or replacement of the Product. If, within the warranty period, any Product fails to comply with the terms of this limited warranty, Tevano retains the option to repair or replace it with the same or a functionally equivalent Product, in the sole and absolute discretion of Tevano. To exercise this warranty, the defective Product must be returned to Tevano or the party supplying it to Customer, freight and insurance prepaid, in accordance with Tevano's then-current Return Material Authorization (RMA) procedures. Tevano replacement parts used in Product replacement may be new or equivalent to new.

Restrictions. This limited warranty does not apply if the Product (a) has been altered, except by Tevano or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Tevano, (c) has been subjected to abnormal physical or electrical stress, dropping, abnormal environmental conditions, misuse, negligence, or accident, or (d) is licensed for beta, evaluation, testing or demonstration purposes.

Replacement and Repair Procedure for Product: Tevano will use commercially reasonable efforts to ship a replacement Product to Customer within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer's location.

Tevano reserves the right to refund the purchase price as the exclusive warranty remedy.

DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR



IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY TEVANO, ITS SUPPLIERS AND LICENSORS.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO SIXTY (60) DAYS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE DISCLAIMER AND EXCLUSION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

LIMITATIONS AND EXCLUSIONS OF LIABILITY

IN NO EVENT WILL TEVANO OR ITS VENDORS OR LICENSORS BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTION OR LOSS OF BUSINESS; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS.

THE TOTAL LIABILITY OF TEVANO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY FOR PRODUCT IS CUMULATIVE AND NOT PER INCIDENT. THESE LIMITATION AND EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY. THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR ANY DEFECT CLAIMS.

GOVERNING LAW, JURISDICTION AND VENUE

This limited warranty is governed by and will be construed under, and all disputes between the parties under or related to this warranty shall be resolved under: (a) the State of Nevada, without regard to the conflicts of laws provisions thereof – if Customer is domiciled or resides in the United States of America, including any and all territories thereof; or (b) the laws of the Province of British Columbia and the federal laws of Canada applicable in that Province, without regard to the conflicts of laws provisions thereof – if Customer is domiciled or resides in Canada, including any and all territories thereof.

The parties specifically disclaim the application of the UN Convention on



Contracts for the International Sale of Goods. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

RETURN MATERIAL AUTHORIZATIONS

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the Product.
- If you purchased the Product directly from Tevano, email Tevano at info@tevano.com to start a validation of your warranty claim.

If you are instructed to return your Product under the terms of your warranty and issued an RMA number, follow these steps:

- Return the Product to Tevano or your supplier as instructed with the information specifying the defect.
- Your Product will be replaced per the applicable warranty guidelines.
- If you cannot locate your supplier, you may return the Product directly to Tevano.

Important Note - All material returned to Tevano must be accompanied by a Return Material Authorization (RMA) number and proof of purchase. The RMA and proof of purchase is necessary so that the factory can ensure proper tracking and handling of returned material.

If you do not have an RMA number or proof of purchase, Tevano reserves the right to refuse receipt of returned Product.