

**ABETECH**  
**LIMITED WARRANTY FOR TEVIA™ CONTROLLERS**

**1. Warranty and Warranty Periods**

Abraham Technical Services, Inc. (“AbeTech”) warrants only to the original end user, as indicated on the applicable invoice, that the Tevia™ controller purchased by such end user will be free from defects in material and workmanship for the Warranty Period. The Warranty Period shall be a period of twelve (12) months from either the date of the invoice to the end user, or, if the end user cannot provide proof of invoice, then the date the Tevia™ controller shipped from AbeTech.

**2. AbeTech’s Obligation Under Warranty**

AbeTech’s sole obligation under this Limited Warranty shall be to repair or replace products and parts during the Warranty Period. AbeTech does not assume responsibility for delays in replacement or repair of products or parts. Products and parts repaired or replaced by AbeTech under warranty shall be warranted for the balance of the Warranty Period. This Limited Warranty gives end users specific legal rights, and particular end users may also have other rights which may vary from jurisdiction to jurisdiction.

**3. DISCLAIMER OF ALL OTHER WARRANTIES**

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN. ABETECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to particular end users.

**4. Limitations**

No salesperson, representative, or agent of AbeTech is authorized to make any guaranty, warranty, or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by an authorized representative of AbeTech to be valid, binding, and enforceable. AbeTech does not assume responsibility for any specific application to which any products or parts are applied including, but not limited to, compatibility with other equipment. All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a guaranty or warranty.

ABETECH SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER

WITH RESPECT TO ANY CLAIM IN CONNECTION WITH ABETECH PRODUCTS AND/OR PARTS.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users.

## **5. Conduct That May Void the Warranty**

This Limited Warranty shall be null and void in the following circumstances:

- A. Modification or repair of any covered product or part by the end user or any non-authorized AbeTech<sup>®</sup> service provider; or
- B. Improper use or installation, failure to conduct regular maintenance or cleaning, or damage by accident or neglect of any covered product or part by the end user or any third party; or
- C. Failure of the end user or any third party to exercise caution to protect any covered product or part from electrostatic discharge damage, adverse temperature and humidity conditions, or physical abuse; or
- D. Failure by the end user or any third party to use only AbeTech<sup>®</sup> batteries or other parts; or
- E. Failure by the end user or any third party to use only AbeTech<sup>®</sup> media if use of such media causes or contributes to the damage for which warranty service is sought; or
- F. Failure by the end user to follow the Return Process set forth below.

## **6. Return Process**

As a condition precedent to the above Limited Warranty, the end user must:

- A. Obtain a return material authorization (RMA) from AbeTech, which will include an RMA number that must be prominently displayed on the outside of the shipping container. Returns without an RMA number may be rejected by AbeTech and immediately returned to end user, freight collect.
- B. Ship the items being returned to AbeTech, freight prepaid, together with a written description of the claimed defect.
- C. Pack the items being returned in the original packing carton or equivalent. Damage in transit is end user's responsibility and may be cause to void the warranty claim.

## **7. Transportation Costs**

If products or parts are repaired or replaced under this Limited Warranty, AbeTech will pay ground freight to return the repaired or replaced products or parts to end user. However, if AbeTech determines in the exercise of its reasonable but sole discretion that any product or part returned for guarantee service is not defective, or does not otherwise qualify for warranty service, end user shall be liable for all costs of handling and transportation.