



## FREEWAVE TECHNOLOGIES, INC.

### Limited Warranty Policy

1. **Products.** This Limited Warranty Policy (“Warranty”) shall be applicable to all wireless data transceiver products (“Products”) manufactured by FreeWave Technologies, Inc. (“FreeWave”) for sale to its customers, whether such customers are resellers or end users (“Customer”). The Products will be manufactured for Customer according to the terms of this Warranty, the applicable quote from FreeWave, the applicable purchase order from Customer, and the specifications for each Product. In the event of any conflict among such documents, the terms of this Warranty shall control.

2. **Specifications.** FreeWave shall manufacture the Products in accordance with the specifications for each Product published in writing by FreeWave, including any updates to such specifications as set forth in [Section 9](#) below (collectively, the “Specifications”).

3. **Inspection upon Receipt.** Customer shall inspect all Products received by Customer for conformance with the Specifications within ten (10) days of delivery to Customer, and Customer may reject Products within that period that do not conform to the Specifications. FreeWave shall not be responsible for any damages caused in shipping or unpacking, and Customer shall pursue any such claim with the shipper or its insurance. If Products are rightfully rejected by Customer and properly returned in compliance with the Return Material Authorization process below, FreeWave will, at its discretion, repair or replace the defective or non-conforming Product with the same or an equivalent model.

4. **Return Material Authorization.** A Return Material Authorization (RMA) number is required from FreeWave Technical Support to return a Product. Returns will not be accepted without an RMA number. The customer is responsible for payment of insurance and shipping costs, including applicable duties, taxes, etc., to return the Product to FreeWave and is responsible for Products lost or damaged in transit. Customer must:

- a. Contact FreeWave Technical Support at 866-923-6168 (North America) or 303-381-9200 (International) or email [rma@freewave.com](mailto:rma@freewave.com) to trouble-shoot and determine if an RMA number is necessary or with questions about the RMA process.
- b. Place each Product in its own electro-static discharge (ESD) protection bag.
- c. Pack each Product to protect it from physical damage that can occur during shipment.
- d. Mark the RMA number on the outside of the box.
- e. Return the Product to FreeWave at 5395 Pearl Parkway, Suite 100, Boulder, CO 80301.

5. **Warranty.** FreeWave warrants to Customer that the Products manufactured and paid for by Customer will comply with the Specifications and will be free from defects in materials and workmanship under normal use for the time period (“Warranty Period”) indicated in the user manual of every FreeWave product.

6. **Limitations; Exclusions.** The foregoing Warranty does not apply to any Products that have been subject to misuse, neglect, accident, modification or alteration, repair by anyone other than FreeWave, improper testing, improper storage, use outside of the Specifications stated on the Product’s data sheet, or damage from acts of God, unusual physical, electrical or electromagnetic stress, or water damage. By way of illustration only, below are examples of damage which is not covered by Warranty:

6.1 The Product contains any conductive or non-conductive foreign material such as insect nests, has sustained water damage including flood situations, been subjected to under voltage or over voltage spikes outside the specified range including being struck by lightning, or there is evidence of accidental or intentional damage such as being dropped.

6.2 The Product is mounted using a non-mechanical mounting mechanism such as Velcro, or has been bent or over torqued during the mounting process.

6.3 Customer or third party replaced or repaired a component or connector, added conformal coating or otherwise altered the Product without FreeWave's express written consent in each instance. Unauthorized alterations of the Product will automatically void the Warranty.

Further, FreeWave does not warrant suitability of the Products for Customer's use. Customer shall be responsible for determining that the Products purchased are suitable for Customer's use and that such use complies with any applicable local, state or federal law. If Customer shall fail to pay when due any portion of the purchase price or any other payment required from Customer to FreeWave, all warranties and remedies terminate without the requirement for notice or other action as to the specific Products not paid for.

Customer's sole and exclusive remedy for any breach of the Warranty shall be Customer's rights under [Section 7](#). THE WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF USE, OR LOSS OF PROFIT. FREEWAVE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING FROM TORT, CONTRACT OR NEGLIGENCE. NO AGENT OR EMPLOYEE OF FREEWAVE MAY MODIFY, EXTEND OR ADD TO THIS LIMITED WARRANTY POLICY.

7. **Remedies.** FreeWave shall, at its discretion, repair or replace any Product that fails to conform to the Warranty in [Section 5](#) above. FreeWave shall have a reasonable time to repair or replace the Product. The expense of such repair or replacement of a Warranty item shall be borne by FreeWave, including, without limitation, the cost of repair, rework, testing, inspection and return shipment to Customer. Replacement Products have a new Warranty Period from the date of shipment as set forth in [Section 5](#) above. A repair of Products shall not extend the original Warranty Period. If FreeWave determines that no defect exists or the damage is not covered by Warranty, Customer may elect to pay for a replacement Product (see [Section 8](#) below), have the Product returned at Customer's cost, or disposed of by FreeWave.

8. **Changes.** Nothing contained in this Limited Warranty Policy shall preclude FreeWave from altering the Products at any time in order to improve reliability, quality or safety, or to comply with standards or requirements of any governmental or industry-recognized body or regulatory agency, or to avoid infringement of any patent or other proprietary right; provided, that FreeWave will not alter or change the functional characteristics or reduce performance levels of the Products previously agreed to without prior written approval of Customer, which approval shall not be unreasonably withheld. FreeWave may modify the terms and conditions of this Warranty at any time without prior notice. The Warranty as modified shall apply to Products sold by FreeWave after the effective date of such modifications.

9. **Pre-Existing Property.** FreeWave shall retain all right, title and interest in and to the intellectual property rights contained in, or used in the manufacture of, the Products. FreeWave hereby grants to Customer a non-exclusive royalty-free, perpetual, irrevocable license to use such intellectual property, solely as such intellectual property is incorporated into Products manufactured for Customer hereunder. Customer shall not manufacture, modify, disassemble, or reverse engineer the Products. FreeWave has the sole right to apply for patents on inventions that relate specifically to any of its Products or any component thereof and any improvement or modification thereto.

10. **Attorneys' Fees.** In the event of any dispute between the parties relating to this Warranty, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, in addition to any other damages.

11. **Terms and Conditions.** Please refer to FreeWave's Terms and Conditions of Sale which contains other important terms and conditions which apply to the sale of the Products.