This Limited Warranty and Returns Policy ("Limited Warranty") applies to PowerDot Product (the "Product") and is given by PowerDot Inc. ("Company"), to the individual or entity ("Owner") who purchased the Product from the Company or Company's authorized dealer in the case of warranty.

#### MANUFACTURER'S LIMITED WARRANTY

The Company warrants to the Owner that the Product will materially conform to its published specifications and be free from defects in materials and workmanship under normal use for a period of ONE YEAR commencing on the date of delivery (the "Warranty Period").

If the Product proves defective during the Warranty Period, we would ask you to follow the instructions set out below for returning the Product, and the Company will replace the Product with a product that is the same or equivalent to the Product you purchased.

A replacement Product assumes the remaining warranty of the original Product, or 30 days from the date of replacement, whichever is longer. The Company reserves the right to replace any discontinued Product with a new product of comparable value and function.

## **HOW TO OBTAIN WARRANTY SERVICE**

To obtain warranty service on Product purchased through the Company's authorized dealer, please follow the instructions provided to you by that authorized dealer.

To obtain warranty service on a Product purchased directly from the Company, contact Company Customer Support.

If the Company determines that a Product is eligible for warranty service, the Company shall bear the costs associated with returning a Product for warranty service. The Company is not responsible for items damaged or lost in transit.

A replacement Product provided under this Limited Warranty will only be dispatched to addresses within the countries where the Product is available for official sale to customers in such countries.

### WHAT IS NOT COVERED?

This Limited Warranty will be void if the Product: (a) is used in any manner that is inconsistent with the intended purpose or design of the Product as described in Product's usage manual or other documentation for the Product, (b) is altered in any way, (c) the Product is used or maintained in any manner that is inconsistent with the Company's instructions or warnings in the User Manual or (d) the Product is subjected to any other misuse, abuse, neglect, accident, or external forces.

This Limited Warranty does not cover normal wear and tear and consumable materials (such as electrode pads).

The Company does not warrant that the operation of the Product will be uninterrupted or error-free. To the greatest extent permitted by applicable law, the warranties set forth in this Limited Warranty are exclusive and in lieu of all other warranties, express or implied.

### **LIMITATION OF REMEDIES**

Resellers, agents, or employees of the Company are not authorized to make any modification, extension, or addition to this Limited Warranty.

This Limited Warranty replaces all other Company warranties and liabilities whether oral, written, (non-mandatory) statutory, contractual in tort or otherwise, including without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

To the extent permitted by applicable law, the Company does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage.

To the extent permitted by applicable law, the Company's liability shall be limited to the purchase value of the Product.

# **OTHER IMPORTANT NOTICES**

The rights provided to you under this Limited Warranty are provided in addition to all rights and remedies conveyed to you by consumer protection laws and do not affect your legal (statutory) rights under your applicable national law.

This Limited Warranty is offered subject to Product's Terms and Conditions, which may change from time to time. You can find the latest version on this website. In the case of any inconsistencies between the Terms and Conditions and this Limited Warranty, this Limited Warranty will prevail.

This Limited Warranty does not apply to any mobile device or the cellular and/or other network or system on which the Product operates. Therefore, The Company will not accept any responsibility under this Limited Warranty for the operation, availability, coverage, services or range of the cellular or other network or system.

Always completely follow safety, use, operation, and maintenance instructions for the Product or any other Company products.

Please remember to make back-up copies or keep written records of all important content and data stored in your Product, because content and data may be lost during replacement of the Product. The Company shall not under any circumstance be liable either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of, content or data during repair or replacement of the Product.