

3455 W. Craig Rd, Suit C | North Las Vegas, NV 89032 Tel: (702) 990-0523 | http://www.ipgard.com

# **PRODUCT WARRANTY**

ALL IPGARD PRODUCTS ARE WARRANTED TO BE IN GOOD WORKING CONDITION FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF PURCHASE.

## LIMITED WARRANTY STATEMENTS

- 1. IPGARD, INC. WARRANTS TO THE END-USER THAT IPGARD PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE DURATION OF 1 YEAR. DURATION BEGINS ON THE DATE THAT PRODUCT IS SHIPPED TO THE CUSTOMER. CUSTOMERS ARE RESPONSIBLE FOR MAINTAINING PROOF OF DATE OF PURCHASE.
- 2. IPGARD'S LIMITED PRODUCT WARRANTY COVERS ONLY THOSE DEFECTS WHICH ARISE AS A RESULT OF NORMAL USE OF THE PRODUCT, AND DO NOT APPLY TO ANY:
  - A. IMPROPER OR INADEQUATE MAINTENANCE OR MODIFICATIONS.
  - B. OPERATIONS OUTSIDE PRODUCT SPECIFICATIONS.
  - C. MECHANICAL ABUSE AND EXPOSURE TO SEVERE CONDITIONS.
- 3. IF IPGARD RECEIVES A PRODUCT DURING THE WARRANTY PERIOD, NOTICE OF A DEFECT, IPGARD WILL REPLACE OR REPAIR THE DEFECTIVE PRODUCT AT ITS DISCRETION.
- 4. IPGARD SHALL HAVE NO OBLIGATION TO REPAIR, REPLACE OR REFUND ANY PRODUCT UNTIL THE CUSTOMER RETURNS DEFECTIVE PRODUCT TO IPGARD.
- 5. ANY REPLACEMENT PRODUCT COULD BE NEW OR LIKE NEW, PROVIDED THAT IT HAS FUNCTIONALITY AT LEAST EQUAL TO THAT OF THE PRODUCT BEING REPLACED.
- 6. IPGARD'S LIMITED WARRANTY IS VALID IN ANY COUNTRY WHERE THE COVERED PRODUCT IS DISTRIBUTED BY IPGARD.

## A. LIMITATIONS OF WARRANTY

TO THE EXTENT ALLOWED BY LOCAL LAW, NEITHER IPGARD NOR ITS THIRD PARTY SUPPLIERS, MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO



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THE IPGARD PRODUCT, AND SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### **B. LIMITATIONS OF LIABILITY**

TO THE EXTENT ALLOWED BY LOCAL LAW THE REMEDIES PROVIDED IN THIS WARRANTY STATEMENT ARE THE CUSTOMERS SOLE AND EXCLUSIVE REMEDIES TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT. IN NO EVENT WILL IPGARD NOR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### C. LOCAL LAW

TO THE EXTENT THAT THIS WARRANTY STATEMENT IS INCONSISTENT WITH LOCAL LAW, NEITHER IPGARD NOR ITS THIRD PARTY SUPPLIERS, MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE IPGARD PRODUCT, AND SPECIFICALLY DISCLAIM IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## PRODUCT RETURN POLICY

OVER THE COURSE OF THE WARRANTY PERIOD, USERS MAY CONTACT IPGARD TECHNICAL SUPPORT CONCERNING ANY PERCIEVED DEFECTS IN MATERIAL AND/OR CRAFTMANSHIP. AT ITS SOLE DISCRETION, IPGARD RESERVES THE RIGHT TO DETERMINE IF DEFECTS IN THE PRODUCT DO OR DO NOT EXIST. IF IPGARD DETERMINES THAT A DEFECT EXISTS, IPGARD WILL ISSUE USER A RETURN MATERIALS AUTHORIZATION ("RMA") NUMBER. THE RMA NUMBER MUST APPEAR ON THE PACKING SLIP, PROOF OF PURCHASE, AND ON THE OUTSIDE OF EACH SHIPPING CONTAINER FOR ANY AUTHORIZED RETURNED PRODUCT. IPGARD WILL DESIGNATE A SHIPPING ADDRESS ("SHIP TO ADDRESS") THAT MUST BE USED FOR EACH AUTHORIZED RETURNED PRODUCT. THE USER SHALL PAY ALL FREIGHT CHARGES TO THE DESIGNATED "SHIP TO ADDRESS" FOR EACH AUTHORIZED RETURNED PRODUCT. UNAUTHORIZED RETURNS OR COLLECT SHIPMENTS WILL BE REFUSED. REPLACEMENT PARTS AND/OR PRODUCTS WILL BE COVERED BY THIS WARRANTY FOR THE DURATION OF THE ORIGINAL WARRANTY THAT APPLIES TO THE ORIGINAL PURCHASE.



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- THE PRODUCT CAN BE RETURNED WITHIN 30 DAYS FROM SHIPPING DATE.
- A RESTOCKING FEE CHARGE OF 20% IS ASSESSED ON ALL RETURNS NOT RETURNED IN ORIGINAL CONDITION.
- ALL MERCHANDISE TO BE RETURNED MUST BE PROPERLY PACKAGED AND SHIPPED IN THE ORIGINAL CARTON AND PACKING MATERIAL, OTHERWISE PURCHASER IS FULLY LIABLE FOR ANY DAMAGES.
- ALL CLAIMS FOR DAMAGE OR SHORTAGE MUST BE PRESENTED TO FREIGHT CARRIER AND IPGARD, INC.
  WITHIN 3 DAYS OF RECEIPT OF SHIPMENT. ALL PURCHASER CLAIMS THAT ARE MADE ON THE QUALITY
  OF THE PRODUCT MUST BE MADE IN WRITING WITHIN THREE DAYS OF RECEIPT.
- MERCHANDISE OLDER THAN 90 DAYS FROM SHIPMENT DATE IS NOT EXCHANGEABLE.
- NO MERCHANDISE IS ACCEPTABLE FOR RETURN WITHOUT RETURN AUTHORIZATION NUMBER ISSUED BY IPGARD, INC. RETURNS WITHOUT PROPER AUTHORIZATION MAY, AT THE SOLE OPTION OF IPGARD, INC., BE RETURNED TO THE PURCHASER AT PURCHASER'S EXPENSE OR CHARGED A 20% RESTOCKING FEE.
- MERCHANDISE SHIPPED FOR REPAIR MUST BE ALSO ACCOMPANIED BY THE RETURN AUTHORIZATION NUMBER.