

## **TYRION INTEGRATION LIMITED HARDWARE WARRANTY**

This warranty is provided to you by Tyrion Integration, Inc. ("Tyrion") with respect to its NUCLEUS™ hardware device.

### **CONSUMER RIGHTS NOTICE**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY STATE, PROVINCE, OR COUNTRY. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY.

THIS WARRANTY IS NOT INTENDED TO CHANGE OR EXCLUDE ANY RIGHTS UNDER CONSUMER LAW THAT CANNOT BE LAWFULLY CHANGED OR EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

### **WHAT PRODUCTS ARE COVERED BY THIS WARRANTY**

This warranty applies to Tyrion's NUCLEUS™ IIOT gateway device (the "Product").

### **THE LENGTH OF THIS WARRANTY**

The Product is warranted for a period of one (1) year from the date of purchase. It is your responsibility to retain a copy of your receipt as proof of purchase.

A claim under this warranty is not valid or eligible unless it is made within this one-year period.

### **WHAT THIS WARRANTY COVERS**

Tyrion warrants the Product, contained in the original packaging, against defects in materials and workmanship when such Product is used normally for its intended purposes. This means the Product will not be defective, and will work as advertised during the relevant time period.

This warranty is only valid for so long as the Product is owned by the "original purchaser" of the Product. For purposes of this warranty, the "original purchaser" of a Product is the first purchaser of such Product from Tyrion.

### **WHAT THIS WARRANTY DOES NOT COVER**

This warranty does not apply if:

- the Product fails due to damage from shipment, handling, storage, accident, abuse, or misuse;
- the Product has been installed, used, repaired, or maintained in a way not conforming to the product manual instructions;
- the Product has been modified in any way, or has had any serial numbers removed or defaced;
- the warranty claim was made fraudulently, or by misrepresentation;
- the Product has been subject to abnormal physical or electrical stress, including through application of improper voltages or improper installation;
- the damage to the Product is cosmetic, including scratches or dents;
- the damage to the product is caused by normal wear and tear or normal aging of the Product; or
- the Product was supplied for testing, evaluation, or demonstration purposes and you did not purchase the Product.

Tyrion does not give any warranty:

- relating to software or services provided by any third party and included with or in relation to the Product; or
- that the Product, associated software or services, or any equipment, system, or network on which the Product, associated software or services are used are 100% secure and cannot be hacked;

## **YOUR RESPONSIBILITIES**

**BEFORE RECEIVING WARRANTY SERVICE UNDER THIS WARRANTY, YOU MUST SUBMIT A VALID CLAIM TO TYRION BY:**

1. Responding to questions from Tyrion designed to assist with troubleshooting the Product and diagnosing potential issues;
2. Providing Tyrion with proof of purchase details;
3. Obtaining a Return Merchandise Authorization ("RMA") number from Tyrion; and
4. Shipping (at your cost) the failed Product to the address provided by Tyrion for receipt of failed equipment.

## **TYRION'S RESPONSIBILITIES**

As long as you fulfill your obligations under the section entitled "YOUR RESPONSIBILITIES," above, Tyrion will replace your Product with the same or functionally equivalent Product, at its discretion, free of charge (with the exception of the return shipping charges as provided above).

## **GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY**

IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TYRION HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OR DAMAGE TO DATA, LACK OF VIRUSES OR SECURITY AGAINST VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT YOUR USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY INFORMATION, MATERIAL, OR DATA. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED THEY ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PERIOD SET FORTH HEREIN.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TYRION, ITS AFFILIATES, ASSOCIATES, AGENTS, SUPPLIERS, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING GOOD FAITH OR REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (TORT, CONTRACT, OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE ABILITY OR INABILITY TO USE THE PRODUCT, EVEN IF TYRION IS ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TYRION'S LIABILITY TO YOU FOR ANY DAMAGES WHATSOEVER EXCEED THE PRICE YOU PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

If any term of this warranty is held to be illegal or unenforceable, the enforceability of the remaining terms shall not be affected or impaired. This warranty is governed by the laws of the state of California, United States of America.