

**EM DEVICE LAB
LIMITED WARRANTY**

DEVICES

(a) EM Device Lab hereby warrants solely to Customer that the Devices will not contain any defects in material or workmanship that will cause such Devices to fail to function in any material respect when properly used (the “**Limited Warranty**”) for a period of twelve (12) months from the date of delivery to Customer (the “**Device Warranty Period**”).

(b) Customer shall obtain from EM Device Lab a written authorization (“**RMA**”) before returning any such Devices. Customer will provide a description of the failure to function and other reasonable information to enable verification of the failure and return the nonconforming Devices to EM Device Lab’s designated facility. Customer shall be responsible for all shipping costs associated with returning such Devices to the EM Device Lab’s designated facility.

(c) EM Device Lab shall respond to any RMA request within five (5) business days of any such request.

(d) If any such Device is not functioning within the scope of this Limited Warranty, Customer’s sole remedy, and EM Device Lab’s sole obligation, for a breach of this Limited Warranty, shall be for EM Device Lab, at its sole option, to either (i) replace such Device or (ii) refund to Customer the purchase price paid for such Device, in each case within twenty (20) business days of EM Device Lab’s receipt thereof. EM Device Lab shall be responsible for the shipping costs associated with shipping the replaced Device(s) back to Customer.

(e) Any Device that was replaced under this Limited Warranty will be warranted for ninety (90) days from the replacement date, or the remainder of the applicable Warranty Period, whichever is longer.

(f) In the event that EM Device Lab determines, using customary testing procedures, that any returned Device is functioning within the scope of this Limited Warranty, then EM Device Lab shall not be responsible for the replacement of such Device or refund and Customer shall be responsible for the shipping costs of the return of such Device to Customer or its designee.

(g) Notwithstanding any of the foregoing, this Limited Warranty does not extend to (i) non-conformities, defects or errors in any Device due to accident, abuse, misuse or negligent use of the Device or use other than in a normal and customary manner, (ii) environmental conditions not conforming to EM Device Lab’s product specification, or failure to follow prescribed operating and maintenance procedures, (iii) defects, errors or nonconformity’s in any Device due to modifications, alterations, additions or changes not authorized by EM Device Lab in writing, (iv) normal wear and tear, (v) damage caused by force of nature or act of any third person, (vi) any failure by Customer to package the Devices adequately for transportation or (vii) service or repair of the Devices by or on behalf of Customer, without prior written consent from EM Device Lab.

MAKING A CLAIM UNDER THE LIMITED WARRANTY

If Customer wishes to make a warranty claim with respect to any of the Devices, please contact us at support@emdevicelab.com between the hours of 9:00 am and 5:00 pm CST Monday to Friday. Upon contacting EM Device Lab, please have the original proof of purchase, showing the date of purchase and full details of the Devices purchased.