

## **emotix One (1) Year Limited Warranty - Miko**

### **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

The benefits we give in this warranty are additional to any rights and remedies that you may have under local consumer protection laws. Nothing in this warranty limits or affects your legal rights.

This warranty is governed by the laws of India for Indian consumers. In other countries, consumers have rights under their local consumer laws. Those consumer rights may differ between countries, states and provinces, and often cannot be excluded. Your local consumer rights organisation can advise you on your legal rights.

This warranty is not intended to:

- (a) change or exclude any rights under consumer law that cannot be lawfully changed or excluded; or
- (b) limit or exclude any right against the person who sold the product to you if that person has breached their contract of sale with you.

### **WARRANTY LIMITATIONS THAT MAY AFFECT CONSUMER LAW**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EMOTIX DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, EMOTIX LIMITS, TO THE EXTENT PERMITTED BY LAW, THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT EMOTIX'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### **What is Covered by This Warranty?**

emotix warrants the emotix-branded hardware product and accessories contained in the original packaging ("emotix Product") against defects in materials and workmanship when used normally in accordance with emotix's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). emotix's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

### **What is Not Covered by This Warranty?**

This warranty does not apply to any non-emotix branded hardware products or any software, even if packaged or sold with emotix hardware. Manufacturers, suppliers, or publishers, other than emotix, may provide their own warranties to you but emotix, in so far as permitted by law, provides their products "AS IS". Software distributed by emotix with or without the emotix brand is not covered by this warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. emotix does not warrant that the operation of the emotion Product will be uninterrupted or error-free. emotix is not responsible for damage arising from failure to follow instructions relating to the emotix Product's use.

This warranty does not apply: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another

product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the emotix Product outside emotix's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of emotix or an emotix Authorised Service Provider ("AASP"); (g) to an emotix Product that has been modified to alter functionality or capability without the written permission of emotix; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the emotix Product, or (i) if any serial number has been removed or defaced from the emotix Product.

### **Your Responsibilities**

Before receiving warranty service, emotix or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow emotix's procedures for obtaining warranty service.

Following warranty service, your emotix Product or a replacement product will be returned to you as your emotix Product was configured when originally purchased, subject to applicable updates. You will be responsible for adding any embellishments reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

### **WHAT WILL EMOTIX DO IN THE EVENT THE WARRANTY IS BREACHED?**

If during the Warranty Period you submit a valid claim to emotix or an EASP, emotix will, at its option, (i) repair the emotix Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the emotix Product with a product that is at least functionally equivalent to the emotix Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

emotix may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by emotix, assumes the remaining warranty of the emotix Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced item becomes emotix's property.

### **HOW TO OBTAIN WARRANTY SERVICE**

You may also contact an emotix representative at [warranty@emotix.in](mailto:warranty@emotix.in) or, if applicable, an EASP, using the information provided below. An emotix representative or EASP will help determine whether your emotix Product requires service and, if it does, will inform you how emotix will provide it.

emotix reserves the right to change the method by which emotix may provide warranty service to you, and your emotix Product's eligibility to receive a particular method of service. You may be responsible for shipping and handling charges depending on your location and the date of purchase. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, emotix may repair or replace products and parts with comparable products and parts that comply with local standards.