

5 YEAR LTD. WARRANTY



eCube® 5-Year Limited Warranty

WHO IS COVERED? This limited warranty is non-transferable and covers only the original end purchaser. An original or copy of a sales receipt from the original sales retailer is required for warranty service. This limited warranty only covers products purchased directly from eCube Solutions, LLC or their authorized reseller(s).

WHAT IS COVERED? eCube Solutions, LLC ("eCube") warrants that the eCube® (the "Product") will be free from defects in workmanship and materials under normal use for a period of five years from the original purchase date ("Limited Warranty Period").

WHAT IS NOT COVERED? • Normal wear and tear of Product use • Misuse, lack of care, mishandling, accident, abuse or other abnormal use • Use of the Product other than for its intended purpose • Damage caused by improper or unauthorized repair or maintenance • Product that has been modified or altered • Any product that is not sold by eCube (including, without limitation, any non-eCube® product that is used in connection with the Product)

HOW TO MAKE A WARRANTY CLAIM Warranty claims must be made directly to eCube. All returned Products must be returned within the Limited Warranty Period and include an eCube-issued RMA (Return Materials Authorization) number and be shipped postage pre-paid to: eCube Solutions, LLC, 5 Cold Hill Road, Building 20, Mendham, NJ, 07945, Attn: Customer Service Warranties. Please clearly write or otherwise mark your RMA number on the outside of your package. To obtain an RMA number, an RMA form must be submitted directly to eCube's customer service department during the Limited Warranty Period explaining the defect in the Product. You can obtain an RMA form by: (i) downloading the form from eCube's website using our RMA Form (ii) writing to eCube Solutions, Attn: Customer Service Warranties, 5 Cold Hill Road, Building 20, Mendham, NJ, 07945; or (iii) e-mailing info@getecube.com (and including in the subject line: Customer Service Warranties). You must include the original or copy of a sales receipt for the returned product. Incomplete returns will not be accepted.

Once eCube receives your returned Product, eCube will evaluate your claim (typically within 10-14 business days) to determine whether the returned Product does not conform to this limited warranty. If eCube determines that there is no trouble found with your returned Product or the returned Product is not eligible for warranty service, eCube will ship the Product back to you, at eCube's expense. If eCube determines that there is a warranted defect in the Product, eCube will, at its option, remedy the defect as set forth below in this limited warranty. eCube is not liable for Products that are damaged or lost in transit to eCube. We recommend that you ship your returned products to eCube via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

5 YEAR LTD. WARRANTY

SOLE AND EXCLUSIVE REMEDY. Your sole and exclusive remedy for a breach of this limited warranty, and eCube's sole and entire liability is, at eCube's option, to repair or replace the defective Product or refund the purchase price of the defective Product within 30 days. Repair or replacement (including parts and labor and shipping costs) shall be made at eCube's expense. eCube reserves the right to send you a replacement product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement products will be furnished only on an exchange basis. Replacement products are warranted as above for the remainder of the original applicable Product warranty period.

WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED WARRANTY, ECUBE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO THE DURATIONS SET FORTH IN THIS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ECUBE OR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF ECUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ECUBE HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO DEVICES OR OTHER PERSONAL PROPERTY THAT ARE IN THE PRODUCTS. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE LIABILITY OF ECUBE AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.