

RF IDEAS, INC.

**GENERAL WARRANTY POLICY
EFFECTIVE DATE MAY 30, 2019**

This **rf IDEAS**, Inc. ("**rf IDEAS**") General Warranty Policy sets forth the performance and legal warranty terms governing all **rf IDEAS** Product(s), sold pursuant to the **rf IDEAS** General Sales Policy which is available at our website (http://rfideas.com/downloads/Sales_Terms.pdf), and incorporated by reference. Capitalized but undefined terms shall have the meaning ascribed thereto in the General Sales Policy.

RF IDEAS RESERVES THE RIGHT TO AMEND ITS GENERAL WARRANTY POLICY FROM TIME TO TIME BY POSTING ANY SUCH AMENDMENT ON ITS WEBSITE FOUND AT https://www.rfideas.com/sites/www.rfideas.com/files/rfideas/files/General_Warranty.pdf ANY SUCH AMENDMENT WILL TAKE EFFECT ONCE SUCH AMENDED TERMS HAVE BEEN POSTED, AND SHALL THEREAFTER APPLY TO ALL ORDERS RECEIVED FROM YOU THEREAFTER.

A. General Warranty. **rf IDEAS** warrants each of its Products to be free from defects in materials and assembly in the course of normal use and service from the date of shipment by **rf IDEAS** or an authorized **rf IDEAS** dealer to YOU, the original end-user of the Product, for the period of time specified in this General Warranty Policy or other **rf IDEAS** documentation associated with the Product. Absent a specified warranty period of greater duration as set forth in Exhibit A, **rf IDEAS** warrants each of its Products to be free from defects in materials and assembly in the course of normal use and service for a period of ninety (90) days from the date of shipment by **rf IDEAS** or an authorized **rf IDEAS** dealer to YOU, the original end-user of the Product. Any hardware products or components that are not manufactured by **rf IDEAS**, media on which non- **rf IDEAS** software is distributed to YOU, or any of the foregoing for which **rf IDEAS** is a re- seller are not Products under this General Warranty Policy or the General Sales Policy and will be covered under the specific warranty provided by the applicable vendor, manufacturer or distributor. No dealer, distributor, re-seller, company or person has been authorized to change or add to the terms of this General Warranty Policy, and **rf IDEAS** will not be bound by any representation or covenant to the contrary. Products are intended for consumer applications and are not suitable for use in biological hazard applications, nuclear control applications, radioactive areas, or any applications that provide life support or any critical function necessary for the support or protection of life, property or business interests, unless expressly set forth herein or in applicable Product documentation. YOU assume all responsibility and liability for the use of any Product in any of the foregoing applications.

B. Exclusive Product Warranty Remedy. YOUR sole and exclusive remedies for Product warranty claims pursuant to this General Warranty Policy are as follows:

1. For all Products that **rf IDEAS** determines to be defective and not abused, misused, repaired or modified, **rf IDEAS** will, in its sole discretion, (i) repair the defective Product without charge; (ii) replace the defective Product with a new or refurbished Product (replacement Product being of similar model or functionality); or (iii) provide to YOU a credit towards YOUR

1. future purchase of product from **rf IDEAS** in the amount of the price paid by YOU for the defective product (excluding local taxes and levies).

2. To return a defective Product which is under warranty to **rf IDEAS**, YOU
1. must:

a. Inform **rf IDEAS** Customer Service that YOU have a Product that YOU believe to

be defective.

b. Provide **rf IDEAS** Customer Service or Technical Support, as specified in the associated Product documentation, with the following:

(i) The model number and serial number of the Product claimed to be defective.

(ii) A description of the Product defect.

c. **rf IDEAS** will issue an RMA number to YOU. No RMA number will be issued to YOU if the applicable warranty period for the defective Product has expired.

d. YOU must return the defective Product to **rf IDEAS** with the RMA number clearly marked on the package. Shipment of the defective Product must be made within the timeframe specified on **rf IDEAS**' RMA notice or within thirty (30) calendar days from **rf IDEAS**' issuance of the applicable RMA number, whichever period is longer. Any package returned to **rf IDEAS** without an RMA number or shipped outside of the applicable RMA timeframe will be refused and shipped back to YOU. A new RMA number must be obtained for any defective Product returned to YOU due to failure to adhere to this process. The defective Product must be returned to **rf IDEAS** in a testable condition (e.g., wiring cable must be left attached, credentials cannot be cut in half, etc.) otherwise the warranty is invalidated.

e. Upon **rf IDEAS**' receipt of the defective Product from YOU, **rf IDEAS** will evaluate the defective Product to determine whether it is covered under **rf IDEAS**' warranty. If **rf IDEAS** determines the Product is covered under its warranty, **rf IDEAS** will take the corrective warranty action described in this Section B, depending on the type of Product. YOU agree to pay **rf IDEAS** a minimum per unit charge of U.S.\$50.00 for each Product evaluated by **rf IDEAS** and determined not to be defective. All defective Products which are returned to **rf IDEAS** and not returned to YOU will become the property and possession of **rf IDEAS**.

f. Evaluation of Out of Warranty Products. Upon YOUR request, **rf IDEAS** may evaluate Product(s) which are not under warranty. If **rf IDEAS** agrees to perform an evaluation, a minimum per unit charge of U.S. \$50.00 will be applied to each Product evaluated for the labor required in the evaluation.

g. Non-Warranty Repair Charges. **rf IDEAS** may agree to repair certain Products which are out of warranty. Please contact your local **rf IDEAS** representative or Customer Service for applicable rates and charges.

a. Warranty Exclusions. Any implied warranty, including any implied warranty of merchantability, or warranty of fitness for a particular purpose, is limited in duration to the applicable warranty period as provided herein. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Solely for purposes of clarity, **rf IDEAS** provides the below non-exhaustive listing of items excluded from warranty coverage:

- Ancillary equipment not furnished by **rf IDEAS** which is attached to or used in conjunction with a Product.
- Product which is used with any ancillary equipment that is not furnished by **rf IDEAS**.
- Reader Modules embedded into other products.
- Tags/Inserts embedded into other products.

- Damage to the Product caused by neglect, improper handling, preparation, or installation of the Product.
- Misused Product.
- Product which is used other than for consumer applications.
- Product which is used in biological hazard applications, nuclear control applications, radioactive areas or any applications that provide life-support or any critical function necessary for the support or protection of life, property or business interests.

THIS WARRANTY DOES NOT COVER ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, LOST PROFITS, OR LOST EARNINGS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE-TO-STATE.

D. Warranty Disclaimer. THIS GENERAL WARRANTY POLICY SETS FORTH THE FULL EXTENT OF RF IDEAS' WARRANTY RESPONSIBILITY. REPAIR, REPLACEMENT, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE APPLICABLE DEFECTIVE PRODUCT, AT RF IDEAS' SOLE DISCRETION AS INDICATED ABOVE, IS THE EXCLUSIVE REMEDY. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE SPECIFICALLY EXCLUDED.

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Exhibit A

Select Product Warranty Periods

The following **rf IDEas** products offer a One Year Warranty Period, unless otherwise noted:

WAVE ID® Readers (formerly pcProx® Readers)

WAVE ID® SDK Readers (formerly pcProx® 82 Series Readers)

WAVE ID® Readers (formerly pcProx® 83 Series Readers)

WAVE ID® Plus Readers (formerly pcProx® Plus Enroll Readers)

WAVE ID® Plus SDK Readers (formerly pcProx® Plus 82 series Readers)

WAVE ID® Readers (formerly pcProx® Plus 83 Series Readers)

WAVE ID® SP Plus (formerly pcProx® Plus SP Readers)

WAVE ID® SP (formerly pcProx® SP Readers)

WAVE ID® Mobile (formerly pcProx® Plus BLE Readers)

WAVE ID® Playback (formerly pcProx® Playback Readers)

WAVE ID® Writer (formerly pcProx® Writer)

pcSwipe™ Magnetic Stripe Reader (formerly pcSwipe Enroll Readers/pcSwipe 82 Series Readers)

WAVE ID® Sonar (formerly pcProx® Sonar)
pcProx® Mat

WAVE ID® Embedded OEM (formerly OEM Converter boards)

Universal Data to Wiegand Converter

WAVE ID® Analyze (formerly Wave ID® Analyze-card analyzer)

Last update for branding: 2/20/2020