

INSPIRING CREATIVE ROBOTICS

Product Warranty

We have a one year limited warranty on all products.

Preliminary Matters

This Warranty gives you specific legal rights, and you may have other rights that vary from state to state (or by country or province). Other than as permitted by law, Birdbrain Technologies, LLC does not exclude, limit or suspend other rights you may have. For a full understanding of your rights you should consult the laws of your country, province or state.

Warranty Limitations

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. Birdbrain Technologies 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, Birdbrain Technologies limits the duration and remedies of such warranties to the duration of this express Warranty and, at Birdbrain Technologies' option, the repair or replacement services described below.

What is covered by this Warranty?

Birdbrain Technologies warrants the Birdbrain Technologies-branded product and accessories contained in the original packaging ("BT Product") against defects in materials and workmanship when used normally in accordance with Birdbrain Technologies' published guidelines for a period of ONE YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Birdbrain Technologies' published guidelines include but are not limited to guidelines for use set forth in user manuals for BT Products.

What is Not Covered by this Warranty?

This Warranty does not apply to any non-Birdbrain Technologies branded products. Birdbrain Technologies is not responsible for damage arising from failure to follow instructions relating to the use of any BT Product.

This Warranty does not apply: (a) to cosmetic damage, including but not limited to scratches, dents and broken plastic; (b) to damage caused by use with another product; (c) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (d) to damage caused by operating an BT Product outside its published guidelines; (e) to any BT Product that has been modified to alter functionality or capability without the written permission of Birdbrain Technologies; or (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the product.

What will Birdbrain Technologies do in the event this Warranty is breached?

If during the Warranty Period you submit a valid claim to Birdbrain Technologies, it will, at its option, (i) repair the BT Product using new or previously used parts that are equivalent to new in performance and

reliability, (ii) replace the product with a product that is at least functionally equivalent to the damaged product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the product for a refund of your purchase price.

Except as provided in this Warranty and to the maximum extent permitted by law, Birdbrain Technologies is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property.