

## Limited Warranty

BLE Home provides a 30-Day Return Window (see Return of Non-Defective Products below) and the following limited warranty. This limited warranty extends only to the original purchaser.

Please note that any warranty services or questions must be accompanied by the invoice number from the transaction through which the warranted product was purchased. **The invoice number serves as your warranty number and must be retained.** BLE Home will offer no warranty service without this number.

BLE Home warrants this product and its parts against defects in materials or workmanship for 90-days from the original ship date. During this period, BLE Home will repair, replace, or refund defective parts with new or reconditioned parts at BLE Home's option, without charge to you.

Shipping fees incurred from returns for under-warranty service in the first 30-days will be paid by BLE Home. All shipping fees both to and from BLE Home following this 30-day period must be paid by the customer.

Any after-market additions or modifications will not be warranted. The customer is responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

BLE Home makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this purchase other than as set forth below. BLE Home makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, BLE Home is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the product. Under no circumstances shall BLE Home be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the product.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

## Warranty Conditions

The above Limited Warranty is subject to the following conditions:

1. This warranty extends only to products distributed and/or sold by BLE Home. It is effective only if the products are purchased and operated in the USA. (Within the USA including US 48 States, Alaska and Hawaii.)
2. This warranty covers only normal use of the product. BLE Home shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect,

improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized BLE Home representative; (iv) damages incurred through irresponsible use, including those resulting from disassembly, soldering, probing, alterations, or other non-recommended practices.

3. You must retain your invoice or other proof of purchase to receive warranty service.
4. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
5. BLE Home and its Authorized Service Center accepts no responsibility for any software programs, data or information stored on any media or any parts of any products returned for repair to BLE Home.
6. This warranty does not cover any third party products, accessories, or software related problems.
7. BLE Home makes no warranty either expressed or implied regarding third-party (non-BLE Home) hardware or software.
8. Thirty-day Return Window does not include opened software, parts, special order merchandise, special shipping and handling fees.

### **Return of Non-Defective Products**

A non-defective product may be returned to BLE Home within thirty (30) days of the invoice date for a refund of the original purchase price with the following amendments/fees:

1. BLE Home will refund neither the original shipping cost nor the shipping and handling fees incurred from the products return. If the original purchase was made under a "Free Shipping" promotion then a standard shipping fee will be deducted from any return in counter to that offer.
2. No refund will be granted for hardware or software which has been opened, used, or tampered with in any way which jeopardized BLE Home's ability to remarket or resell the product. BLE Home maintains full discretion in decisions regarding a products fitness for return.
3. Any non-defective returns are subject to a 20% restocking fee, which percentage is taken from the final purchase price less any shipping or handling charges.
4. Quantity purchases of five systems or more are not eligible for return.

To return a defective product, please contact our Customer Service Department for a Return Merchandise Authorization (RMA) number and follow the Return of Products Instructions below. The RMA is valid for 10 days from date of issuance. **Returns will not be accepted without an RMA.** Manufacturer restrictions do apply.

### **Procedures for Obtaining Warranty Service**

RMA (Returning Merchandise Authorization) Policy:

If repairs are required, the customer must obtain a RMA number and provide proof of purchase. RMA and services are rendered by BLE Home only. Any shipping costs after 30 days (starting from the original date of purchase) on any item returned for repair

is the customers' responsibility. All returned parts must have a RMA number written clearly on the outside of the package along with a letter detailing the problems and a copy of the original proof of purchase. No COD packages will be accepted. No package will be accepted without a RMA number written on the outside of the package. RMA numbers are only valid for 10 days from the date of issue.

Should you have any problems with your product, please follow these procedures to obtain the service:

1. If the product must be repaired, a RMA number (Return Merchandise Authorization Number) will be issued for shipment to our repair department. Please follow the instructions given by BLE Home technical support staff to ship your product. BLE Home will not accept any shipments without a RMA number.
2. Pack the product in its original box or a well-protected box, as outlined in the Return Shipping Instructions. BLE Home will not be responsible for shipping damage/loss of any product outside the original 30-day BLE Home-paid service period. It is very important that you write the RMA number clearly on the outside of the package. Ship the product with a copy of your bill of sale or other proof of purchase, your name, address, phone number, description of the problem(s), and the RMA number you have obtained to:

***BLEhome.com Product Service***

***RMA#*** \_\_\_\_\_

***PO Box 814***

***Castle Rock, CO 80104***

3. Upon receiving the product, BLE Home will repair, replace, or refund your purchase (at BLE Home's discretion) and will ship back as needed to you within 2 weeks (dependent on parts availability).
4. BLE Home will pay for shipping to and from the customer only within the first thirty days following the original product ship date. Following this 30-day period all shipping fees both for under warranty and post warranty repairs are the sole responsibility of the customer. The customer also assumes full liability for losses or damages resulting from shipping as well as all responsibility to pursue remuneration for such issues with their selected carrier.

**After 90-day Warranty – Post Warranty Repair**

For post warranty repair, the procedure is the same as outlined above for RMA and shipping. However, you are responsible for shipping charges both ways, current labor (\$75 per hour if not under warranty), and the current price of part(s) used in repair.

**WARRANTY EXCLUSIONS**

BLE Home does not offer technical support for any third party software including installed OS or other programs. Technical support should be pursued through channels offered by the vendor software's individual tech support. BLE Home accepts no liability

for problems caused by after-market software or hardware modifications or additions. BLE Home is not responsible for giving any technical support concerning the installation or integration of any software or component the customer did not pay BLE Home to install. BLE Home is not responsible for loss of data or time, even with hardware failure. BLE Home is not responsible for any loss of work ("down time") caused by a product requiring service. This warranty is null and void if the defect or malfunction was due to damage resulting from operation not within manufacturer specifications or commercial best practices. It will also be null and void if there are indications of misuse and/or abuse. BLE Home has the option of voiding the warranty if anyone other than a BLE Home technician attempts to service the product. BLE Home will not warrant any problems arising from an act of God (lighting, flooding, tornado, etc.), electrical spikes or surges, or problems arising out of hardware, software, or additional devices added to complement any system/component bought at BLE Home. Under no circumstances will BLE Home be responsible for any refund or remuneration exceeding the original purchase price of the product less any shipping fees. BLE Home will not be held responsible for typographical errors on sales receipts, repair tickets, or on our website. BLE Home makes every effort to make sure all information on our website is correct.

## **DISPUTE RESOLUTION**

In the event of any controversy or dispute related to or arising out of any transaction agreement, the parties agree to meet and confer in good faith in person to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the parties within thirty (30) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and pre-trial discovery, and to submit the controversy or dispute to arbitration, which shall be conducted in Douglas County, State of Colorado. The Parties shall select the arbitrator within ten (10) calendar days after the end of the five (5) day period referenced in the foregoing sentence. If the Parties are unable to agree on an arbitrator, any Party may petition the American Arbitration Association (the "Arbitration Company") for the appointment of an arbitrator according to the procedures for such appointment provided under the Arbitration Company's rules for commercial arbitration. During the course of the arbitration and until a final settlement has been reached, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement.