



LIMITED WARRANTY AND REMEDY

- Warranty.** Unless otherwise specified, XPER warrants to Buyer that XPER holds and will pass marketable title to the products sold by XPER to Buyer ("Products"). XPER agrees to replace any Products, for a period of one (1) year from the date of shipment, in case of defects in material and workmanship. For ballistic glass, XPER warrants against de-lamination for a period of (3) years. For items and components incorporated in the Products and not manufactured by XPER, the only warranty extended, if any, is that of the respective manufacturer or supplier.
- Exclusions and Conditions.** Buyer's sole and exclusive remedy, and XPER's only obligation for breach of warranty for Products shall be, at XPER's option in its sole discretion, to either (i) repair or replace the defective Product that fails within the warranty period at XPER's expense using new or refurbished parts, or (ii) refund to Buyer an equitable portion of the fee for the defective Product. XPER's obligations with respect to the express warranties and remedies contained herein are conditioned on the following: (i) Buyer's return of the non-conforming Products, if authorized by XPER; (ii) Buyer shall not assign its rights under these express warranties and any attempted assignment shall render such warranties but not any disclaimers or limitations, void and the goods sold shall be sold AS IS; and (iii) all Products shall be carefully inspected for damage by Buyer upon receipt, and be used, repaired, and maintained by Buyer in accordance with the instructions set forth in XPER's Product literature.
- Disclaimer of Implied Warranties.** XPER DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE.

HOW TO OBTAIN WARRANTY SERVICE

To obtain service under this warranty, you must first contact XPER's customer service in the United States at info@xperusa.com or phone (724) 586-6005 during the applicable warranty period to obtain a Return Material Authorization (RMA) Number. You will then need to return the product to XPER together with satisfactory proof of the date of the original purchase. Any postage, insurance or shipping costs incurred in sending the Product to XPER for warranty or other service are your responsibility. Products repaired or replaced under warranty are warranted, if at all, only for the remainder of the warranty period measured from the date of the original purchase.