



## TURING 1-YEAR LIMITED HARDWARE WARRANTY

The following are terms of your hardware warranty on the Turing Video Inc. ("Turing") hardware product purchased by you ("Product"). Your embedded software is subject to the Turing EULA or specific Software warranty terms for additional software products loaded on the device.

### LIMITED HARDWARE WARRANTY

**Duration of Hardware Warranty:** One (1) Year

Turing warrants that commencing from the date of shipment to Customer (In case of resale by a Turing reseller, commencing not more than thirty (30) days after original shipment by Turing to reseller), and continuing for a period of one year the Product will be free from defects in material and workmanship under normal use.

The date of shipment of a Product by Turing is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Turing and its suppliers under this limited warranty will be, at Turing's option, repair or replace the Product within the warranty period if the Product is returned to the party supplying it to Customer, freight and insurance prepaid. Turing replacement parts used in Product replacement may be new or equivalent to new. Turing's obligations hereunder are conditioned upon the return of affected Product in accordance with Turing's then-current Return Material Authorization (RMA) procedures.

**Restrictions.** This limited warranty does not apply if the Product (a) has been altered, except by Turing or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Turing, (c) has been subjected to abnormal physical or electrical stress, dropping, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

**Replacement and Repair Procedure for Product:** Turing will use commercially reasonable efforts to ship a replacement Product within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Turing reserves the right to refund the purchase price as its exclusive warranty remedy.

### DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE



PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY TURING, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO SIXTY DAYS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

## **LIMITATIONS AND EXCLUSIONS OF LIABILITY**

IN NO EVENT WILL TURING OR ITS VENDORS OR LICENSORS BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR OTHERWISE, EVEN IF A PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. ALL LIABILITY OF TURING, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY FOR PRODUCT IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS LIMITED WARRANTY LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR ANY DEFECT CLAIMS.

## **GOVERNING LAW, JURISDICTION AND VENUE**

All disputes between the parties under this warranty shall be resolved under California law through binding arbitration through JAMS in its Silicon Valley office.

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

## **RETURN MATERIAL AUTHORIZATIONS**

### **To Receive a Return Materials Authorization (RMA) Number:**

- Please contact the party from whom you purchased the Product.



- If you purchased the Product directly from Turing, call Turing TAC by phone at 1-877-730-8222 to start a validation of your warranty claim.

If you are instructed to return your Product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the Product to Turing or your supplier as instructed with the information specifying the defect.
- Your Product will be replaced per the applicable warranty guidelines.
- If you cannot locate your supplier, you may return the Product to Turing.

**Important Note** - All material returned to Turing must be accompanied by a Return Material Authorization (RMA) number and proof of purchase. The RMA and proof of purchase is necessary so that the factory can ensure proper tracking and handling of returned material.

**If you do not have an RMA number or proof of purchase, Turing reserves the right to refuse receipt of returned Product.**