

## ennoLogic® Limited 1-Year Warranty

The limited warranty set forth below is given by Cascadia Innovations with respect to the qualifying ennoLogic® product listed at <https://ennologic.com> (a “Qualified Product”).

Cascadia Innovations’ 1-Year Limited Warranty (“Warranty”) applies to Qualified Products purchased after January 1st, 2021. Products purchased prior to this date shall have warranty coverage effective as of the time of purchase.

This Warranty is provided only to the original end-user purchaser (“Purchaser”) of the Qualified Product and is not transferrable to any other party. Any claim under this Warranty will require a dated proof of purchase for the Qualified Product.

1. LIMITED WARRANTY. Cascadia Innovations warrants to the Purchaser that for a period of one (1) year from the date of purchase (“Warranty Period”) the Qualified Products when delivered in new condition and in its original packaging, will be free from defects in materials and workmanship and conform to the published product specifications. Qualified Product determined to be defective after return to Cascadia Innovations during the Warranty Period will be, at Cascadia Innovations’ discretion and without charge to Purchaser:

- a) Repaired utilizing new or comparable refurbished parts, or
- b) Exchanged for new or refurbished Qualified Product, or
- c) Refund the purchase price paid by Purchaser for the defective Qualified Product

Except where prohibited by law, the requirements under this Section shall be Cascadia Innovations’ sole obligation and liability to Purchaser for claims under this Warranty.

Qualified Product that is repaired or replaced under this Warranty is covered for the longer of (a) ninety (90) days from the date of return shipment by Cascadia Innovations, or (b) the remaining duration of the applicable Warranty Period.

2. WARRANTY EXCLUSIONS AND DISCLAIMERS. CASCADIA INNOVATIONS MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE QUALIFIED PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURCHASER HAS NOTIFIED CASCADIA INNOVATIONS OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, EXCEPT WHERE PROHIBITED OR RESTRICTED BY LAW. THIS WARRANTY MAY NOT BE ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF CASCADIA INNOVATIONS. Cascadia Innovations is not responsible for, and the Warranty does not cover any of the following:

- a) Loss or damage to the Qualified Product due to abuse, neglect, mishandling, accident, improper maintenance, improper storage or failure to follow any product instructions;
- b) Defects caused by leaking batteries, sand, dirt or water damage;
- c) Replacement of fuses or disposable batteries;

- d) Defects or damage caused by service, modification, repair or attempted repair by any party other than Cascadia Innovations or its authorized service centers;
- e) Routine product maintenance;
- f) NIST Certification or re-certification of Qualified Product, unless Qualified Product fails within 90 days of date of Purchase, in which case a new NIST-certificate will be issued for repaired or replaced Qualified Product at no cost;
- g) If the Qualified Product has its serial number or dating altered or removed.

3. WARRANTY RETURN, REPAIR AND REPLACEMENT. To be eligible for Warranty repair or replacement, Purchaser must: a) Notify Cascadia Innovations within thirty (30) days of discovering of any apparent defect in materials or workmanship or failure to conform to the published specifications; and b) Obtain a returned material authorization (RMA) number from Cascadia Innovations.

Warranty related requests are to be submitted via email to [support@ennologic.com](mailto:support@ennologic.com). To obtain the RMA number Purchaser must provide an original dated proof of purchase or have registered the product at <https://ennologic.com/warrantyregistration/>. Purchaser is solely responsible for complying with all RMA instructions provided by Cascadia Innovations including but not limited to adequately packaging the Qualified Product for shipment to Cascadia Innovations and for all packaging and shipping costs. Cascadia Innovations will pay shipping charges for the return of any repaired or replaced Qualified Product to Purchaser.

Cascadia Innovations reserves the right to determine, in its sole discretion, whether a returned Qualified Product is covered under Warranty. If Cascadia Innovations determines that any returned Qualified Product is not covered under Warranty, Cascadia Innovations may charge Purchaser a reasonable handling fee to return the Qualified Product to Purchaser, at Purchaser's expense, or offer Purchaser the option of handling the Qualified Product as a non-warranty return. Cascadia Innovations shall not be responsible for any data, images or other information that may be stored on the returned Qualified Product. It is Purchaser's responsibility to save all data, images or other information prior to returning the Qualified Product for Warranty service.

4. NON-WARRANTY RETURN. Purchaser may request that Cascadia Innovations evaluate and service or repair a Qualified Product not covered under Warranty, which Cascadia Innovations may agree to do in its sole discretion. Before Purchaser returns a Product for non-warranty evaluation and repair, Purchaser must contact Cascadia Innovations via email at [support@ennologic.com](mailto:support@ennologic.com) to request an evaluation and obtain an RMA. Purchaser is solely responsible for complying with all RMA instructions provided by Cascadia Innovations including but not limited to adequately packaging the Qualified Product for shipment to Cascadia Innovations and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, Cascadia Innovations will evaluate the Qualified Product and contact Purchaser regarding the feasibility of and the costs and fees associated with Purchaser's request. Purchaser shall be responsible for the reasonable cost of Cascadia Innovations' evaluation, for the cost of any repairs or services authorized by Purchaser, and for the cost of repackaging and returning the Qualified Product to Purchaser. Any non-warranty repair of a Qualified Product is warranted for ninety (90) days from the date of return shipment by Cascadia Innovations to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions and disclaimers in this document.

5. DISCLAIMER OF LIABILITY. CASCADIA INNOVATIONS SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, EXPENSE FOR SUBSTITUTE SERVICE OR PRODUCTS, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, IMAGES OR OTHER INFORMATION STORED ON THE QUALIFIED PRODUCT, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE QUALIFIED PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, EVEN IF CASCADIA INNOVATIONS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CASCADIA INNOVATIONS'S MAXIMUM LIABILITY FOR ANY CLAIM RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE QUALIFIED PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE QUALIFIED PRODUCT.