

XIO LIMITED HARDWARE WARRANTY

XiO, Inc. (“XiO”) warrants XiO branded and/or proprietary hardware products to be free from defects in materials and manufacturing workmanship under normal use and conditions for one year from the date of original shipment to the original end user purchaser and subject to the warranty exclusions and other terms of this limited warranty.

For valid warranty claims made and covered defects existing during the warranty period, XiO will, at XiO’s option, repair, replace (with the same or then most similar product) or repurchase (at purchaser’s original purchase price), the defective product. This warranty extends solely to the original end-user purchaser of the product. XiO’s entire liability and the sole and exclusive remedy for product defects is limited to such repair, replacement or repurchase in accordance with this warranty. **With respect to the above products, this warranty is provided in lieu of all other warranties express or implied, including, but not limited to warranties of fitness for a particular purpose and warranties of merchantability.** No agent, representative, or other third party has any authority to waive or alter this warranty in any way on behalf of XiO.

Warranty Exclusions

The warranty does not apply in any of the following circumstances:

- (i) the product has been altered or modified without XiO’s written authorization;
- (ii) the product has **not** been installed, operated, repaired, or maintained in accordance with XiO’s instructions, including, where applicable, use of proper grounding to an earth ground source;
- (iii) the product has been subjected to abnormal physical, thermal, electrical, or other stress, internal liquid contact, or misuse, neglect, or accident;
- (iv) the product failure occurs as a result of any cause not attributable to XiO;
- (v) the product is installed with ancillary devices and/or software that are not compatible with the product;
- (vi) the product is installed in a non-XiO specified enclosure or with other incompatible equipment;
- (vii) to address cosmetic issues such as scratches or surface discoloration;
- (viii) operation of the product in conditions other than that for which the product was designed;
- (ix) the product has been damaged due to extreme or unusual events or conditions such as those caused by lightning strikes, power surges, unconditioned power supplies, floods, earthquakes, hurricane, tornados, vermin, or intentional damage; or
- (x) to third party products sold by XiO. Third party products are subject to the third party’s applicable warranty, if any, on a pass-through basis.

There are no product warranties that extend beyond the above limited warranty. In no event is XiO responsible or liable to purchaser or otherwise for any indirect, incidental, special, exemplary, or consequential damages, including, but not limited to, lost profits, loss of data, loss of use, business interruption, loss of good will, or

cost of procuring substitute products, arising out of or in relation to the product, even if advised of the possibility of such damages or losses.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Warranty Claim Procedure

A warranty claim must be initiated within the warranty period by first contacting XiO at support@xiowater.com to obtain a return authorization. The purchaser is responsible for proper packaging and return shipment of the product to XiO (including shipping expense and any related duties or other costs). Any return authorization number issued by XiO and purchaser's contact information must be included with the returned product. XiO is NOT liable for loss or damage of the product in return transit and recommends that the product be insured for its full replacement value.

All warranty claims are subject to XiO's testing and examination of the product to confirm that the warranty claim is valid. XiO may also require additional documentation or information from the purchaser to evaluate the warranty claim. Products repaired or replaced under a valid warranty claim will be shipped back to the original purchaser (or its designated distributor) at XiO's expense. If the warranty claim is found to be not valid for any reason, as determined by XiO in its sole discretion, XiO will notify the purchaser at the contact information provided by the purchaser.