

Warranty Policy – PRELIM

Lake Valley Engineering, LLC One-Year Limited Warranty

Lake Valley Engineering, LLC ("LVE") warrants to the owner of this hardware product (the "Consumer") that LVE system hardware components (the "Product") are free from defects in material and workmanship that result in the failure of the Product during normal usage. This limited warranty (the "Warranty") is subject to the following terms and conditions:

1. **TERM OF WARRANTY.** The term is a period of one (1) year beginning on the date of purchase.
2. **EXCLUSIVE REMEDY.** During the term of the Warranty LVE will at its sole discretion, either refund, repair or replace, using either new or remanufactured components or assemblies, any Product that fails to operate properly for intended use if such failure is due to a defect in material or workmanship.
 - a. Any such repair or replacement will be made at LVE's expense, and the Consumer will not be responsible for parts or labor expenses incurred by LVE in repairing the Product.
 - b. Alternatively LVE may offer a cash refund in the event repair or resolution is not commercially feasible or practical.
 - i. In this scenario a refund, if any, would be subject to:
 1. Condition of the returned product
 2. Purchase price discounted for elapsed time period relative to the warranty period.
 - c. LVE is a system integrator of many components supplied by various OEM's. In some cases, a manufactures warranty may benefit the consumer more than covenants of this LVE Warranty. LVE reserves the right, to have the consumer deal directly with the OEM manufactures warranty department.
 - d. Repair, replacement, or refunds are the Consumer's exclusive remedies for breach of Warranty, and LVE shall not be liable for any other loss or damage.
3. **ADJUSTMENT PROCEDURE.** In the event a problem develops with the Product during the Warranty period, the Consumer may contact LVE to obtain a return authorization number (RMA) and instructions for product return.
 - a. The Consumer must provide LVE with a receipt, or comparable proof of purchase showing the purchase date and original installer. This information is required before an RMA can be issued by LVE.
 - b. The Consumer will deliver or ship the Product to an LVE designated repair facility for diagnosis, per the LVE RMA process at consumer's expense.
 - c. If after product diagnosis LVE determines, in its sole discretion, the problem with the Product is due to a defect covered by this Warranty, LVE will remedy the problem as set forth in Paragraph 2.
 - i. Repaired or replacement product will be returned to the consumer at LVE expense, using the lowest cost, one-week delivery service available in the continental US.
 - ii. Consumers may elect to expedite shipping, but any cost differential is at consumer's expense.
 - d. If after diagnosis, no trouble is found (NTF), the product will be returned at the consumer's expense.
 - e. Any product returned to LVE outside the scope of the prescribed return process, or without pre-authorization, or without an LVE issued RMA number, may be disposed of by LVE and LVE shall not incur any expense nor will it be responsible for any consumer loss or claim.
 - f. Repairs and replacements are covered under this Warranty for the balance of the term of the original Warranty period or for 90 days from the day LVE returns corrected product to the Consumer, whichever is longer.
 - g. Expense related to removal and/or re-installation of the Product is not covered under this Warranty.
4. **EXCLUSIONS FROM COVERAGE.** This Warranty does not apply if the Product has been misused, neglected, exposed to water, sand, dirt or the weather, subjected to food or liquid spills, altered or damaged. The Warranty does not cover failures of the Product due to the Consumer's failure to follow instructions in the owner's manual. This Warranty does not cover defects in appearance, cosmetic scratches or other cosmetic damage to plastic surfaces that do not inhibit proper operation of the Product. LVE does not warrant against failures of the Product due to improper installation, and or maintenance.
5. **LIMITATION ON IMPLIED WARRANTIES.** ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WRITTEN WARRANTY. OTHER THAN ANY LIMITED IMPLIED WARRANTIES, THIS LIMITED WRITTEN WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. LIMITATION ON DAMAGES. LVE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES AND INJURY TO PROPERTY RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF LVE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES OR LOSS. LVE SHALL NOT BE LIABLE FOR THE CLAIMS OF ANY PARTY OTHER THAN THE CURRENT OWNER OF THE PRODUCT. LVE SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE WARRANTY OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED OR REPLACED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
7. GEOGRAPHIC SCOPE. This Warranty is valid only in the United States.
8. INTEGRATION. This is the entire agreement between LVE and the Consumer and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
9. LEGAL RIGHTS. This Warranty gives you specific legal rights, and you may also have other rights, which vary from State to State.

CONTACT INFORMATION. Questions concerning this Warranty may be directed to:

Lake Valley Engineering, LLC
6485 Ace Ct.
Longmont, Colorado 80503.