



## Ubicquia Warranty Policy

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Ubicquia, Inc. (“Ubicquia”) warrants that from the date of shipment and for the **Product & Warranty Period** stated in the table below, or such extended period as purchased by customer and specifically indicated on the sale order between Ubicquia and customer (“**Warranty Period**”), the Product purchased by customer will be free from defects in material and workmanship under normal use and operation for its intended purpose (“**Warranty**”). Customer must send any Warranty claim to Ubicquia via Ubicquia’s [customer support ticketing system](#) in accordance with the procedure set forth in the next paragraph, promptly upon discovery of the defective or non-conforming Product and, in any event, within the Warranty Period. Ubicquia shall, in its sole discretion, either repair or replace the nonconforming Product. Ubicquia’s sole and exclusive obligation and liability under this Warranty is to repair the Product at Ubicquia’s selected repair facility or provide a replacement Product to customer’s shipping destination (in Ubicquia’s sole discretion) in the event any Product fails to conform to this Warranty during the Warranty Period. Such obligation shall be customer’s sole remedy under this Warranty. The Warranty Period of any repaired or replaced Product shall not extend beyond the Warranty Period of the Product so repaired or replaced. The Warranty does not apply if the Product (i) has been repaired, altered, modified in any manner, or an addition made thereto, by persons other than Ubicquia or its authorized representatives, or as approved by Ubicquia in writing; (ii) has been damaged as the proximate cause of use with a non-Ubicquia product; (iii) has been damaged due to a natural disaster; (iv) has been subject to misuse, abuse, improper handling, alterations, modifications or repairs by customer or other third parties’ negligence, abnormal or unusual physical environmental, electromagnetic or electrical stress, including lightning strikes, or accident; (v) has been damaged or impaired as the proximate cause of use with third party hardware, software or firmware; (vi) has not been properly installed, stored, handled, operated or maintained; or (vii) is not Ubicquia’s part or product. Prior to accepting any Warranty claim, Ubicquia reserves the right to determine if the reported problem is hardware, power or network related.

All Warranty claims must be sent to [support@ubicquia.com](mailto:support@ubicquia.com) and must include the type of Product affected, the number of units, and a brief description of the issue. Warranty claims must be made within thirty (30) days from customer’s discovery of the defect. Upon receipt of a Warranty claim, Ubicquia will evaluate the claim and if accepted, Ubicquia will issue a return material authorization (RMA) number to customer and provide customer reasonable instructions to complete the authorized return. **Defective Products must be returned to Ubicquia within 30 days from the issuance of the RMA number.** Products returned to Ubicquia without an RMA number from Ubicquia may be subject to handling or restocking fees. To the extent a Product is eligible for Warranty repair or replacement, Ubicquia shall be responsible for shipping and handling fees associated with any such Product; otherwise, such as where Ubicquia determines that a returned Product is free from defects in material and workmanship and operates in accordance with its published or otherwise agreed upon specifications (i.e., no trouble found), customer shall be responsible for risk of loss, and shipping and handling fees associated with (a) customer’s return of the Product to Ubicquia and (b) Ubicquia’s return of the Product to customer. Customer shall be solely responsible and liable for the removal of the warranted Product and installation of the repaired, replacement, or returned unit.



UBICQUIA DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO UBICQUIA'S PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT (A) NEITHER UBICQUIA NOR UBICQUIA'S THIRD-PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET, AND (B) UBICQUIA'S PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATION FACILITIES. UBICQUIA AND UBICQUIA'S THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFIT, LOSS OF USE, OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING AND FROM ANY ACTS OF GOD. IN ADDITION, UBICQUIA DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED.

**Product & Warranty Period:**

<b>Product</b>	<b>Warranty Period</b>
UbiCell	5 years
UbiCell 3i	10 years
UbiHub AP/AI	1 year
UbiHub AP6	1 year
UbiGrid DTM+	10 years
UbiGrid TVM	10 years
UbiSmart AQM+	2 years