

Warranty Policy

1. Express Warranty:

Encom Wireless Data Solutions Ltd. ('ENCOM') warrants that its products will be free of manufacturing defects in material and workmanship for a period of **3 years**. The warranty commences on the date the product is shipped by Encom. Encom's sole liability and responsibility under this warranty is to repair or replace any product which is returned to Encom through appropriate channels by the buyer in which Encom determines it conforms to the In-warranty Policy. Product returned to Encom, which qualifies for warranty service, will be **shipped to Encom at buyer's expense** and will be **returned to buyer at Encom's expense**.

To initiate an RMA, please visit our website at: <https://www.encomwireless.com/rma-requests/>

In no event will Encom be responsible under this warranty for any defect which is caused by force majeure, vandalism, collision, immersion, negligence, misuse or mistreatment of a product, any unforeseen events or acts, whether intentional or unintentional, or for any unauthorized alterations or modifications to the product. The warranty of replacement shall terminate with the warranty of the product. (Detailed in **Section 4: Invalidation of Warranty**)

2. Disclaimer of Warranties

ENCOM MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCT AND THE PRODUCT IS BEING PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. ENCOM'S EXPRESS WARRANTY CONSTITUTES ENCOM'S SOLE LIABILITY AND BUYER'S SOLE REMEDIES. EXCEPT AS STATED HEREIN, ENCOM DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCT, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR MERCHANTABILITY.

3. Limitation of Liability

IN NO EVENT WILL ENCOM BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, DELAYS, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ENCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT ENCOM IS HELD LIABLE FOR ANY DAMAGES, ENCOM'S LIABILITY TO THE CUSTOMER WILL NOT EXCEED THE INITIAL PURCHASE PRICE OF THE ENCOM PRODUCT(S).

4. Invalidation of ENCOM Warranty

The warranty will be null and void if the product is:

- damaged physically
- damaged by water, fire, hit by lightning, or force majeure
- tampered with, improperly maintained, modified in any way, or disassembled

** Questions regarding our Warranty Policy can be directed to support@encomwireless.com.