

LIMITED HARDWARE WARRANTY

Warranty Coverage

IONODES warrants the original purchaser that the **IONODES hardware** will be free from defects in design, workmanship and materials under substantiated normal use for the hardware's warranty period found in the product description indicated in your bill of sale or receipt and starting from the date of shipment from an authorized IONODES distribution center and as indicated in your bill of sale or receipt, subject to the exclusions and limitations set out below. This Warranty is only applicable to the IONODES hardware and accessories included with the IONODES hardware on the date of the original purchase (hereinafter jointly referred to as "IONODES hardware").

The original purchaser shall without undue delay notify IONODES of any defect that appears in the IONODES hardware. All requests of return must be submitted in accordance with the IONODES Return Merchandise Authorization (RMA) handling process found at <https://www.ionodes.com/return-merchandise-authorization-process/>.

Failure to notify IONODES of said defect shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, must be presented to IONODES within the warranty period to obtain warranty service. The sole remedy of the original purchaser and IONODES' sole and exclusive liability shall be limited to, at IONODES' sole discretion, either repair of the IONODES hardware using new or refurbished replacement parts, or replacement of the IONODES hardware. Repaired IONODES hardware or replacement hardware products will be warranted under the terms set forth herein for the remainder of the original warranty period or ninety (90) days, whichever is longer. When the IONODES hardware or part thereof is replaced, all products or parts thereof that are replaced shall become the property of IONODES. This Warranty is applicable in all countries and may be enforced by contacting IONODES Support (support@ionodes.com).

Exclusions and Limitations

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the IONODES hardware, and specifically does not apply if the IONODES hardware has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the IONODES hardware by any party other than IONODES, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than IONODES, (iii) use of the IONODES hardware for a purpose for which it was not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

This Warranty does not apply to IONODES hardware that was purchased "as is" or where IONODES, the reseller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Also, the Warranty only applies to IONODES hardware purchased from an authorized distributor/reseller. Furthermore, this Warranty only applies if and to the extent that it is not in conflict with applicable export control regulations, sanctions or embargos.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND IONODES WITH RESPECT TO THE IONODES HARDWARE AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IONODES DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIODS IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER IONODES NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON

INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IONODES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE IONODES HARDWARE. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law and applicability

- This Warranty is governed by and construed under the same laws of the contract of sale between IONODES and IONODES authorized distributor/reseller without regard to its conflicts of laws provisions. If not specified in the contract of sale, the present warranty is governed by the laws of the province of Quebec, Canada.
- This Warranty is only applicable to IONODES hardware shipped out from an IONODES authorized distribution center from November 1st, 2023.
- This Warranty may be subject to IONODES' change at any time without prior notice.