

NanoVi[®] Devices

Two-Year Limited Manufacturer's Warranty

Warranty coverage and period:

NanoVi[®] products are manufactured in the United States by Eng3 Corporation (the "Manufacturer"). NanoVi products come with a two-year manufacturer's limited Warranty for the NanoVi unit and power supply, subject to certain exclusions set forth below (the "Warranty"). This Warranty guarantees NanoVi products will be free from material defects in construction for a period of two years from the Delivery Date (the "Warranty Period"). For purposes of this Warranty, the Delivery Date shall be the date the NanoVi product was delivered to the original purchaser by Eng3 Corporation or its authorized representative. Any defects reported after expiration of the Warranty Period shall not be covered by this Warranty. Upon confirmation of a product defect by Eng3 Corporation in accordance with the Warranty procedure set forth below, the Manufacturer will replace either the entire NanoVi product, its power supply, or other components of the device (items replaced will depend upon the specific defect as determined by the Manufacturer). This Warranty only applies to original purchasers of NanoVi products.

Exclusions:

This Warranty does not include any of the following:

- NanoVi products purchased outside of the United States
- Glass components (glass container) and accessories
- Wear caused from improper use of the NanoVi product
- Damage from abuse, mishandling, or not operating the NanoVi product in accordance with the NanoVi user manual
- Defects related to attempted adjustments or repairs of the NanoVi product conducted by parties unaffiliated with the Manufacturer

Warranty procedure:

To initiate a warranty claim, the original purchaser of the NanoVi product must notify Eng3 Corporation by calling its toll-free number (877-571-9206) or office number (206) 525-0227, and obtain a Return Merchandise Authorization Code ("RMA Code") from Eng3 Corporation. Defective NanoVi products must be shipped or personally delivered to: Eng3 Corporation, 2234 Eastlake Ave E., Seattle, WA 98102.

The original purchaser will pay the cost of express courier shipping to deliver the NanoVi[™] product to Eng3 Corporation, and Eng3 Corporation will pay the cost of return shipping to the purchaser.

The returned product must have the following information sent along with the product:

- RMA Code
- Letter explaining the defect in sufficient detail
- Model and serial number of the product
- Delivery Date
- Name and address where the NanoVi product should be returned, and a telephone number where the original purchaser may be reached if necessary (the information provided will be used for purposes of this Warranty only).

Upon receiving the NanoVi product, Eng3 Corporation will evaluate the condition of the NanoVi product. If Eng3 Corporation determines that there is no defect or that one of the Warranty exclusions listed above applies, the original purchaser will be contacted at the phone number provided and must consent to pay for the cost of repair before any such repair will be performed. In the event the original purchaser does not consent to pay for the cost of repair, the NanoVi product will be returned to the original purchaser in the same condition in which it was received by Eng3 Corporation.

If Eng3 Corporation determines that the NanoVi product is covered by the Warranty, the Manufacturer will replace the entire unit, power supply, or other component, depending upon the defect, and Eng3 Corporation will return the replaced NanoVi product to the original purchaser, and will credit reasonable shipping cost paid by the original purchaser for shipping the product to Eng3 Corporation.

THIS WARRANTY IS MADE BY THE MANUFACTURER ONLY. THIS WARRANTY IS THE ORIGINAL PURCHASER'S EXCLUSIVE REMEDY, AND LIABILITY FOR ANY CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER ANY AND ALL WARRANTIES ARE EXCLUDED TO THE EXTENT EXCLUSION IS PERMITTED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST, OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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