



DSDevices® 3-Year Extended Warranty

Terms and Conditions – United States Business Customers

These Terms and Conditions set out the terms and scope of the **DSDevices® 3-Year Extended Warranty** (“Extended Warranty”).

The Extended Warranty is offered exclusively to **business customers**, including companies, organisations, resellers, distributors, systems integrators and other customers purchasing products for commercial, business or professional purposes.

It is **not offered to consumers purchasing products primarily for personal, family or household use.**

The Extended Warranty is available for eligible DSDevices products purchased from EV4 LLC or an authorised DSDevices reseller or distributor and deployed within the United States, subject to these Terms and Conditions.

1. Warranty Provider

The Extended Warranty is provided by **EV4 LLC, trading as DSDevices** (“EV4”, “DSDevices”, “we”, “us” or “our”).

EV4 LLC is a limited liability company formed under the laws of the State of **Delaware**, United States.

EV4 LLC

8 The Green, Suite R
Dover, DE 19901
United States

2. Eligibility

2.1 The Extended Warranty is available for eligible DSDevices products purchased directly from EV4 LLC / DSDevices or through an authorised DSDevices reseller or distributor.

2.2 To make a claim, we may require reasonable evidence of eligibility, including:

- proof of purchase;
- product serial number; and
- confirmation or proof of purchase of the Extended Warranty.

2.3 The Extended Warranty is linked to the serial number of the relevant product.

2.4 Products purchased through unauthorised sales channels may not be eligible for warranty support where the original supply of the product cannot reasonably be verified.

3. Purchase of the Extended Warranty

3.1 Purchase of the Extended Warranty is optional.

3.2 The Extended Warranty must be purchased either:

- at the same time as the eligible DSDevices product; or
- **within 30 days of the product's original purchase date.**

3.3 After this 30-day period, the product will no longer be eligible for the Extended Warranty unless otherwise agreed by EV4 LLC in writing.

3.4 Purchasing the Extended Warranty after the original product purchase does not restart or extend the commencement date of the Warranty Period.

4. Formation of the Contract

4.1 Where the Extended Warranty is purchased directly from EV4 LLC, the contract for the Extended Warranty is formed when:



- payment has been received; and
- the Extended Warranty purchase has been accepted by us.

4.2 Where the Extended Warranty is purchased through an authorised DSDevices reseller or distributor, we may require evidence of the Extended Warranty purchase before accepting a claim.

4.3 By purchasing the Extended Warranty, the customer confirms that:

- the purchase is being made for business, commercial or professional purposes; and
- the individual making the purchase has authority to enter into the agreement on behalf of the relevant business.

5. Warranty Period

5.1 The DSDevices 3-Year Extended Warranty provides warranty coverage for a **total period of 36 months from the original purchase date of the product**.

5.2 The 36-month Warranty Period comprises:

- the initial **12-month standard DSDevices hardware warranty**; and
- an additional **24 months of extended warranty coverage**.

5.3 The Extended Warranty therefore extends the total warranty period to **three years (36 months)**. It does not provide three additional years after expiry of the standard warranty.

5.4 Purchasing the Extended Warranty after the original product purchase date does not restart the Warranty Period. The 36-month Warranty Period is always calculated from the original purchase date of the relevant product.

6. Scope of Warranty Coverage

6.1 During the applicable Warranty Period, we will provide warranty coverage for defects in materials or workmanship arising under normal intended use of the product.



6.2 Where we accept a valid warranty claim, EV4 LLC will determine the appropriate remedy, which may include:

- repair of the affected product;
- replacement with the same model;
- replacement with an equivalent model where the original model is no longer available; or
- another appropriate remedy agreed by us.

6.3 Replacement products may be new, refurbished or service-replacement products providing substantially equivalent or better functionality and performance.

6.4 Repair or replacement under this warranty does not restart or extend the original Warranty Period.

6.5 Any replacement product or component will remain covered for the unexpired portion of the original Warranty Period applicable to the product being replaced.

7. What Is Not Covered

7.1 The Extended Warranty does not cover faults, loss or damage resulting from:

- normal wear and tear;
- cosmetic damage that does not affect operation;
- accidental or deliberate damage;
- negligence, abuse or misuse;
- improper installation, configuration, maintenance, storage or operation;
- operation outside the environmental, electrical or technical specifications published for the product;
- liquid damage, moisture, corrosion or chemical damage;
- fire, flood, lightning, electrical surge or other external events;
- unsuitable or abnormal environmental conditions;
- transportation or shipping damage occurring after delivery where the transportation was not arranged by or under the responsibility of EV4 LLC;
- unsuitable, defective or incompatible power supplies, peripherals, cables or accessories;



- repair, modification, disassembly or intervention by a person not authorised by EV4 LLC;
- use of non-approved replacement parts or components where those parts have caused or contributed to the fault;
- removal, alteration or illegibility of serial numbers, warranty labels or product identification labels; or
- events outside our reasonable control.

7.2 The Extended Warranty relates primarily to **DSDevices hardware**.

7.3 Unless expressly agreed otherwise in writing, the Extended Warranty does not cover faults arising solely from:

- third-party software;
- Content Management Systems (CMS);
- third-party applications;
- operating system modifications not supplied or authorised by us;
- network configuration;
- customer configuration;
- internet or telecommunications services;
- third-party platforms or services; or
- incompatibility resulting from changes made by third-party software or service providers.

7.4 Certification, testing or compatibility of a third-party CMS or application with DSDevices hardware does not constitute a guarantee that the third-party software or service will remain compatible throughout the Warranty Period.

8. Warranty Claims and RMA Process

8.1 A customer experiencing a suspected hardware fault must notify DSDevices or the authorised reseller or distributor through which warranty support is being administered within a reasonable period after discovering the fault.

8.2 Before authorising a return, we may require reasonable remote diagnostic and troubleshooting procedures to be completed.



8.3 Where a return is required, the customer must obtain a **Return Merchandise Authorisation (RMA)** or other written return authorisation before returning the product.

8.4 Products returned without a valid RMA or prior authorisation may be refused or returned to the sender.

8.5 The customer must package returned products appropriately to protect them during transportation.

8.6 Where reasonably necessary for diagnosis, we may request the return of relevant power supplies, cables, adapters, accessories or other components associated with the reported fault.

9. United States Warranty Service

9.1 Eligible products purchased from EV4 LLC or an authorised DSDevices reseller or distributor may receive warranty service within the United States, subject to these Terms and Conditions.

9.2 Warranty service may be administered through:

- EV4 LLC;
- an authorised DSDevices reseller or distributor;
- an authorised service provider; or
- a designated EV4 LLC fulfilment or return facility.

9.3 We will specify the appropriate return location when the RMA is issued.

9.4 Unless otherwise agreed in writing, the customer is responsible for the cost and risk of transporting the faulty product to the return location specified by us.

9.5 Where a warranty claim is accepted as valid, EV4 LLC will normally pay the cost of standard outbound transportation of the repaired or replacement product back to the customer.

9.6 Expedited shipping or other enhanced transportation services requested by the customer may incur additional charges.

10. Advance Replacement for Approved Resellers

10.1 Approved DSDevices resellers may separately qualify for the **DSDevices Advance Replacement Service**.

10.2 Advance Replacement is a reseller service benefit and does **not replace, extend or modify the applicable product warranty**.

10.3 To qualify for an Advance Replacement, the relevant product must:

- be within its applicable Warranty Period;
- otherwise appear eligible for warranty coverage; and
- meet the applicable Advance Replacement Service requirements.

10.4 Where a product is covered by a valid DSDevices 3-Year Extended Warranty, Advance Replacement may continue to apply during the Extended Warranty Period provided the reseller remains eligible for Advance Replacement Service at the time the claim is made.

10.5 Subject to RMA approval and stock availability, EV4 LLC may dispatch a replacement product before the suspected faulty product has been returned.

10.6 The original product must then be returned within the period specified under the applicable Advance Replacement Service terms.

10.7 Approval and dispatch of an Advance Replacement does not constitute final acceptance of the warranty claim.

10.8 Returned products may subsequently be inspected and tested. Charges may apply where:

- the original product is not returned within the required period;
- no fault is found;
- the fault is excluded from warranty coverage;
- the product has suffered damage outside the terms of the warranty; or
- the returned product differs from the product for which the RMA was authorised.

11. No Fault Found and Non-Warranty Repairs

11.1 Where a returned product is inspected and no hardware fault is identified, we may:

- return the product to the customer;
- provide a quotation for further investigation;
- provide a quotation for repair or replacement; and/or
- charge reasonable inspection, administration, transportation or handling costs.

11.2 Where a fault is identified but is not covered by the warranty, we may provide a quotation for repair or replacement where that service is available.

11.3 We will not undertake chargeable repair work without obtaining the customer's approval.

12. Cancellation of the Extended Warranty

12.1 This Extended Warranty is offered exclusively for business and commercial purchases.

12.2 As a commercial benefit, EV4 LLC may permit a business customer to cancel an unused Extended Warranty within **30 days of purchasing the Extended Warranty**, provided that:

- no claim has been made under the Extended Warranty;
- the Extended Warranty has not been transferred; and
- no other restriction agreed at the time of sale applies.

12.3 Where cancellation is accepted under this section, EV4 LLC will refund the price paid for the Extended Warranty.

13. Limitation of Liability

13.1 The remedies described in these Terms and Conditions are the remedies available under the Extended Warranty.



13.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EV4 LLC SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THE EXTENDED WARRANTY FOR:

- LOSS OF PROFITS;
- LOSS OF REVENUE;
- LOSS OF BUSINESS;
- LOSS OF ANTICIPATED SAVINGS;
- LOSS OF CONTRACTS OR BUSINESS OPPORTUNITIES;
- LOSS OR CORRUPTION OF DATA;
- BUSINESS INTERRUPTION; OR
- ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

13.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EV4 LLC'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE EXTENDED WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE AFFECTED HARDWARE TOGETHER WITH THE AMOUNT PAID FOR THE EXTENDED WARRANTY APPLICABLE TO THAT HARDWARE.

13.4 Some jurisdictions may not permit certain exclusions or limitations of liability. Where a limitation or exclusion contained in these Terms and Conditions is prohibited by applicable law, that limitation or exclusion will apply only to the maximum extent permitted by law.

13.5 Nothing in these Terms and Conditions excludes liability that cannot legally be excluded under applicable law.

14. Business-to-Business Warranty

14.1 The Extended Warranty is a commercial warranty offered exclusively to business customers purchasing DSDevices products for business, commercial or professional use.

14.2 It is not intended to constitute a consumer warranty for products purchased primarily for personal, family or household purposes.

14.3 The Extended Warranty is additional to any contractual rights expressly provided under the applicable contract governing the original purchase of the product.

14.4 Nothing in these Terms and Conditions excludes any rights or remedies which cannot legally be excluded under applicable law.

15. Transfer of Warranty

15.1 The Extended Warranty is linked to the relevant DSDevices product and serial number.

15.2 It may not be sold, assigned or transferred independently of that product without EV4 LLC's prior written consent.

15.3 Where an authorised DSDevices reseller or distributor supplies the product to an end business customer, the remaining Extended Warranty may follow the relevant product, subject to satisfactory evidence of:

- the original product purchase;
- purchase of the Extended Warranty; and
- the relevant product serial number.

15.4 A permitted transfer does not restart or otherwise alter the expiry date of the Extended Warranty.

16. Events Outside Our Reasonable Control

16.1 EV4 LLC will not be responsible for failure or delay in performing its obligations under the Extended Warranty where the failure or delay results from circumstances outside its reasonable control.

16.2 Such circumstances may include, without limitation:

- natural disasters;
- fire or flood;
- war, terrorism or civil disturbance;
- epidemic or pandemic;
- industrial action;

- transportation or logistics disruption;
- telecommunications or infrastructure failure;
- government action or restrictions;
- import or export restrictions;
- sanctions; or
- other events outside our reasonable control.

16.3 Where such circumstances occur, we will use reasonable efforts to resume performance as soon as reasonably practicable.

17. General

17.1 **Severability.** If any provision of these Terms and Conditions is determined to be invalid, unlawful or unenforceable, that provision will apply to the maximum extent permitted by law and the remaining provisions will continue in effect.

17.2 **Waiver.** A failure or delay by EV4 LLC in exercising a right or remedy will not constitute a waiver of that right or remedy.

17.3 **Entire Agreement.** These Terms and Conditions, together with any documents expressly incorporated into them, constitute the agreement between EV4 LLC and the customer relating to the Extended Warranty.

17.4 **Variation.** Any variation specifically agreed between EV4 LLC and a customer must be confirmed in writing by an authorised representative of EV4 LLC.

17.5 EV4 LLC may update these Terms and Conditions from time to time. An update will not retrospectively materially reduce Extended Warranty coverage already purchased unless required by applicable law.

17.6 Headings are included for convenience only and do not affect interpretation of these Terms and Conditions.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions and any dispute or claim arising out of or relating to the Extended Warranty will be governed by the laws of the **State of Delaware**, without regard to its conflict-of-law principles.

18.2 Subject to any requirements of applicable law, the parties agree that disputes arising from or relating to the Extended Warranty shall be subject to the jurisdiction of the appropriate state or federal courts in **Delaware**.

19. Contact

For Extended Warranty enquiries or to initiate a warranty claim, please contact:

DSDevices® / EV4 LLC

8 The Green, Suite R

Dover, DE 19901

United States

Email: info@dsdevices.com