

Ventra Limited Warranty

GENERAL

Ventra Technology Inc. warrants Ventra Products against defects in material and workmanship for a period of one (1) year from the date of original purchase. During this period, Ventra's liability for any defective product, or any product part, shall be limited to the repair or replacement of the product, at Ventra's sole discretion. In the event that Ventra repairs or replaces a defective Ventra Product under warranty, the repaired or replaced product will be covered through the end of the original warranty period.

This warranty does not apply to defects or damages resulting from, mishandling, accident, vehicle accident, impact, abuse, negligence, lightning, water/liquid, power surges, improper interfacing, and operation outside of design limits, misapplication, improper repair, or unauthorized modification.

This warranty contains the entire agreement of you and Ventra with respect to any warranty matters, and supersedes any and all other written or oral statements, representations or agreements relating to the subject matter of this warranty, except that (if applicable) the terms and conditions of any other warranty or service agreement between you and Ventra that explicitly supplements or incorporates, and does not replace or modify, the terms and conditions of this warranty will also apply to the Ventra Products the customer has purchased.

To obtain service for Ventra equipment within the warranty period, please contact Ventra at (888) 418 3833 or tech@ventrainc.com for assistance. If product repair or replacement is necessary, a Return Merchandise Authorization (RMA) will be issued. The Customer will be solely responsible for shipping charges, insurance and proper packaging to prevent breakage in transit, whether or not the product is covered by this warranty. All shipments of repaired or replaced products by Ventra will be F.O.B. Covina.

LIMITATIONS

The term "Ventra Product" is limited to the hardware components and required firmware. It DOES NOT include software applications or programs, non-Ventra products or peripherals, storage devices such as SD cards, hard drives and USB thumb drives. To the extent permitted by local law, all non-Ventra products or non-Ventra branded peripherals - such as external storage SD card are provided by the respective manufacturer's own warranties directly to you, and are not covered by this Limited Warranty.

VENTRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCT SOLD UNDER THIS CONTRACT. UNDER NO CIRCUMSTANCES SHALL VENTRA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, DATA LOSS, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE SYSTEM WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL VENTRA'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.

Any and all disputes arising out of or relating to the purchase or use of Ventra Products, including any warranty claims, will be governed by the laws of the State of California without regards to conflicts of laws principles. Any action arising out of or relating to the Ventra Products must be brought in the courts of California, county and city of Los Angeles. By accepting and using the Ventra Products, you hereby consent to the jurisdiction of such courts and agree not to raise any argument of lack of personal jurisdiction or inconvenient forum or otherwise attempt to transfer such action from, or dispute the jurisdiction of, such courts.