

## LIMITED WARRANTY INFORMATION

The following Limited Warranty is provided to the holder of a valid proof of purchase of the DataRemote POTS in a BOX® ("Product"). Such warranty shall be limited only to Consumers of the Product in the U.S.

**DATAREMOTE SHALL NOT BE HELD LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL DAMAGES CAUSED AS A RESULT OF USE OF THE PRODUCT, WHETHER THROUGH NORMAL USE OR DUE TO A PRODUCT DEFECT.**

Unless a period is specified in an applicable order acknowledgment or contract, and subject to the procedures specified below, for a period of twelve (12) months following the date of purchase of the Product/s. DataRemote warrants that Product, when delivered is free from material defects in material and workmanship.

DataRemote shall repair or replace, at its option, a Product which if found to be materially defective in materials and workmanship and returned to DataRemote under this Warranty. DataRemote may use new or refurbished parts to perform such repairs, and such repairs shall be subject to the original Warranty period. The Warranty shall terminate should you sell or transfer the Product without authorization from DataRemote.

DataRemote shall not be liable under this warranty if Customer knew of any failure of a Product to conform to specifications prior to purchase. DataRemote makes no representations or warranties concerning coverage or the distance at which usable radio signals will be transmitted and received by the Products supplied hereunder, or that services will be uninterrupted or error free. DataRemote does not warrant that the functions contained in the Products will meet Customer's specific requirements not previously specified in the contract.

DataRemote shall not be liable to Customer for any delay in shipment, failure to meet quoted delivery date(s) or delay in performance. DataRemote shall have the right to indefinitely postpone delivery due to unforeseen circumstances or a cause beyond our control. DataRemote may elect to allocate deliveries among customers in a manner DataRemote subjectively considers commercially reasonable.

This Limited Warranty does not include the cost of shipping and handling for returning Product to DataRemote. Additionally, the following are not covered by the Limited Warranty:

- i. Damage due to improper network, antenna or cellular signal;
- ii. Use of unauthorized peripherals;
- iii. Misuse/contrary to Product instructions;
- iv. Improper storage or physical damage;
- v. Improper installation;
- vi. Improper maintenance, service; or repair by Customer;
- vii. Any form of alteration, misuse, neglect, abuse or accident affecting the Product;
- viii. Acts of God, war, terror or riot;
- ix. Fire, water or other liquid intrusion;
- x. Power surge/lightning (a surge arrester is recommended to avoid AC electrical surges);
- xi. Network data charges or overages;
- xii. A claim made after the warranty period is not covered by any warranty.

## RETURN POLICY & INSTRUCTIONS

You must obtain a Return Material Authorization (RMA) number from DataRemote and make sure that you mark it on the outside of the box. Boxes arriving without an authorized RMA written on the outside may be refused and returned to the sender at the sender's expense;

- i. RMA may be processed through our Support Portal:  
<https://dataremote.atlassian.net/servicedesk/customer/portal/4>
- ii. Include the RMA number on all documentation returned with the shipment;
- iii. RMA's expire 30 days after the issue date. Any returns arriving at DataRemote after 30 days may be refused and will require a new RMA number before they will be accepted.
- iv. For authorized returns consisting of multiple parcels – please number each of the boxes on the outside of the boxes;
- v. If you send unauthorized equipment, DataRemote shall at its option return unauthorized equipment at sender's expense. In addition, do not send back accessories, such as terminal blocks, antennas, cables, CD's etc., unless specifically directed to by the person giving you your RMA;
- vi. DataRemote is not responsible for loss or damage to items that were not authorized to be returned;
- vii. Any DataRemote product that has been deemed by the customer as misrepresented or is not what expected may obtain an RMA within 15 days of original shipment and the units must be received by DataRemote in their original packaging and condition within 30 days of the original shipment. This return policy excludes items that have been custom designed for Customer;
- viii. Upon receipt and examination of product returned with an RMA in a timely manner, DataRemote will replace/repair/credit all monies paid except for any credit card fees, restocking fee and/or applicable shipping charges. All items returned for credit or refund will be subject to a 25% restocking fee;
- ix. Customer shall pay the shipping charges to return the equipment to DataRemote; DataRemote will pay for ground shipping when we ship the replacement or repaired product back to the Customer within the U.S.
- x. Customers may plan for expedited shipping, but the customer will pay the difference between the express and ground charges;
- xi. Repairs may take up to 12 weeks to complete.

All authorized returns are to be mailed to:

DataRemote, Inc.  
Attn: RMA  
18001 Old Cutler Road, Suite 368  
Miami, FL 33157  
[rma@dataremote.com](mailto:rma@dataremote.com)  
805-339-9739

**ALL RETURNS ARE SUBJECT TO DATAREMOTE'S LIMITED WARRANTY POLICY.**