

QX WORLD WARRANTY POLICY

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No.	Name	Serial No.	Warranty Period	Quantity
1	Electrophysiological Biofeedback System	XXXXXXXXXX	YEAR/MONTH	1

1. Products Covered

The device ("The System") and the limb and head harness ("The straps") designed and manufactured by QX WORLD Kft. ("The Manufacturer"). Based on industry standards of the materials used and the fact that the device does not have movable parts, the life of the device has been established to be up to 10 years and perhaps longer than 10 years. There is no expiration date on the life of the device. The harnesses are considered to be movable parts and therefore have a recommended lifetime of up to 3 years from the first use and are easily replaced. The device has a shelf-life of up to ten (10) years from the date of manufacture, and should be refurbished within that time frame.

2. Warranty Cover

"The Manufacturer" warrants to the final user ("The User"), that "The System", will be free from defects in materials and workmanship under normal use and service as directed, during the warranty period described in paragraphs 3 and 4.

3. Warranty Initiation

The warranty will begin on the day "The User" takes possession of "The System". Dated proof of purchase must exist in "The Manufacturer" records for "The System" returned for warranty service consideration.

4. Length of Cover

The warranty of "The System", excluding consumable items, is two (2) years and the warranty of "the straps" is for six (6) months. The warranty of "the System" automatically expires if an unauthorized person opens "The System" or alters "the Straps." Only "The Manufacturer" or an authorized Service Center, as authorized by "The Manufacturer" may repair "the System."

5. Proof of Purchase

Proof of Purchase is automatic from the date the device is shipped out to "The User."

6. Manufacturer's Actions

If "The System" covered under this warranty becomes defective in material or workmanship during the applicable warranty period, "The Manufacturer" will, at its option, either repair or replace the defective product without charge for parts and labor, or provide a replacement in exchange for "The System" defective. "The Manufacturer" reserves the right to provide, at no extra cost, a more current upgrade model for replacement, if available.

7. Not Warranted

- I. Systems that have been opened by anyone other than an Authorized Service Center, or subjected to misuse, accident and physical damage, improper installation, abnormal operation or handling, neglect, inundation or fire.
- II. Systems that have been damaged due to repair, alteration or modification by any other than an authorized representative of "The Manufacturer".
- III. Defects caused by components, parts or accessories not compatible with the warranted System.
- IV. Systems, whose warranty/quality, product serial number, electronic serial numbers, stickers or plates have been removed, altered, rendered illegible or tampered with.
- V. Accessory items and Consumables.
- VI. The shipping costs to and from an authorized Service Center or "The Manufacturer" is not covered.

Any other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, shall be limited in duration to the duration of this warranty.

"The Manufacturer" assumes total liability for damages for any cause related to, or arising out of, the use or inability to use "The System", whether in contract, negligence, strict tort or based on any other legal aspect, shall not exceed the original price paid for "The System".

In no case shall "The Manufacturer" be liable for any indirect special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory, such damages include, but are not limited to, loss of profits, loss of savings nor revenues, inability to use "The System" or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, claims by Third Parties other than "The User", and injury to property.

8. Warranty Service

If "The System" requires warranty service, "The User" must first contact an Authorized Service Center through "the User's" online account with www.qxsubspace.com to order the service. "The System" must be returned at the cost of "The User" along with a description of "The System" malfunction or difficulty and the address where "The System" must be returned. Warranty status must be substantiated as explained in paragraph 5.

"The Manufacturer" assumes no risk for damage or loss in shipment. If in "The Manufacturer's" sole opinion, "The System" failure is not covered under this warranty, "The User" will be notified and an authorization will be requested for any further repair activity. "The System" repaired under warranty will be returned to "The User" at the cost of "The Manufacturer". If "The System" is repaired and it is not under warranty it will be returned to "The User" at the cost of "The User".

Judgment on all situations and/or occurrences that may arise and are not listed in paragraph 7 will be left to the discretion of "The Manufacturer". All decisions made by "The Manufacturer" are final and absolute.

9. Agreement

Unless modified in writing, signed by both "The Manufacturer" and "The User", this warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties in relation to the subject matter of this warranty. Neither Agent nor Employee of "The Manufacturer" may make modifications to this warranty and, if so, such representations should not be relied upon.