ReTrak

Emerge Laptop Charger Warranty Statement

Exceptions to Warranty

Notwithstanding any other provision contained herein, this limited warranty does not cover any damage to a product that results from improper use, accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This limited warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as second-hand or has been resold contrary to the US export regulations.

This limited warranty covers only repair, replacement, refund or credit for materially defective products that are manufactured by Emerge, as provided above. Emerge is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing Emerge products. This warranty excludes third party software, connected equipment or stored data. In the event of a claim, Emerge's sole obligation shall be replacement of the hardware; under no circumstances will Emerge be liable in any way for damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, such product.

Duration of Warranty

The duration of the warranty is indicated on the product packaging. The warranty for Emerge's VR Headsets covers a period of one year for the headset and controller from date of purchase.

Product Repair or Replacement

If you believe that your product meets the criteria for warranty replacement, please contact Emerge Technologies at:

Phone: 972-456-4200 or 877-499-6072 Email: <u>support@myretrak.com</u>

Address: 306 Airline Drive Suite 200 Coppell, Texas 75019

Please be prepared to provide proof of purchase.

This limited warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product.

This limited warranty is non-transferable.

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHERS INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND EXCLUDES ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you. This warranty gives you specific legal rights that may vary from state to state.