



Warranty

Dana Innovation's ("iPort") LaunchPort product warranty obligations for the iPort product you have just purchased (the "Product") are limited to the terms set forth in this document. iPort warrants the Product against defects in materials and workmanship for a period one (1) year from the date of original purchase ("Warranty Period"). If a defect arises and a valid claim is received by iPort within the Warranty Period, at its option, iPort will repair the Product or exchange the Product with a functionally equivalent product. iPort warrants repaired Products and replacement products provided hereunder against defects in materials and workmanship from the date of the repair or replacement for ninety (90) days or, if longer, for the remainder of the Warranty Period. If the Product is exchanged, the replacement product becomes your property and the Product becomes iPort's property. When a refund is given, the Product becomes iPort's property.

By purchasing at launchport.com, you acknowledge that you have had an opportunity to review iPort's warranty terms, have done so to the degree you need to be familiar with them, and you accept their terms and conditions, including the limitations, exclusions, and disclaimers in them. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the disclaimers, exclusions or limitations may not apply to you, and you might have additional rights.

iPort's limited warranty applies only to the Product. The warranty does not apply to any non- iPort product, even if packaged with, sold with, or used with the Product. The warranty excludes, without limitation, any theft of the non-iPort product while used with the iPort product. The warranty excludes scratching or surface damage to any non-iPort product, even if packaged or sold with the Product. This warranty applies only to the normal use of the Product, normal wear and tear excepted, in accordance with use instructions, if any, provided with the Product (either in writing or through a hyperlink to such instructional materials). This warranty does not apply to damage caused by accident, abuse, misuse, or modification of the Product.

To the maximum extent permitted by law, this warranty and the remedies set forth therein are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. iPort specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If iPort cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the warranty period. No iPort reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

To the maximum extent permitted by law, iPort is not responsible for direct, or for special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including without limitation any costs of replacing personal property, or costs of recovering or reproducing any program or data stored in a device used with or carried in the iPort product.

For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or, if different, their country of residence, that cannot be disclaimed as set forth above ("consumer laws"), the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer laws. To the extent that liability under such consumer laws may be limited, iPort's liability is limited, at its sole option, to replacement or repair of the products.