

Defective Items Limited Warranty

Eve offers a two-year warranty on new products purchased online. Refurbished units come with a 180-day warranty. The warranties are in effect from the invoice date. Software of any kind delivered with or as part of an Eve product is expressly provided "as is" unless specifically provided for otherwise in any software license accompanying the software. If any Eve product furnished by Eve which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, Eve, at its option, will:

- REPAIR the defect by means of hardware and/or software, using new or refurbished replacement parts; OR
- REPLACE the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product; OR
- REFUND the then-current value of the product.

If such a product is defective, transportation charges for the return of the product to buyers within the USA will be paid by us. For all other locations, the warranty excludes all costs of shipping, customs clearance, and other related charges. Eve will have a reasonable time to replace or make repairs to the product. In no event will Eve be liable for any other costs associated with the replacement or repair of the product, including labor, installation, or other costs incurred by the buyer.

To request warranty service from Eve, [contact us](#) during the warranty period during normal business hours (Pacific Time), excluding holidays. Please provide (1) your name, address, and telephone numbers; (2) the model name and serial number of the product; (3) an explanation of the problem.

A replacement product or part assumes the remaining warranty of the original.

Eve does not sell warranty extensions or accept old hardware products in exchange for new hardware products at reduced prices.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE EVE PRODUCT.

Extent of Limited Warranty

Eve Systems does not warrant that Eve-branded products will be free from design defects or errors known as "errata." The currently characterized errata are available upon request. This limited warranty does not cover damages due to external causes, including accidents, problems with electrical power, usage not in accordance with Eve-branded product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing.

Warranty Limitations and Exclusions

These warranties replace all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Eve makes no expressed warranties beyond those stated here. Eve disclaims all other warranties, expressed or implied including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions do not allow the exclusion of implied warranties so this limitation may not apply. All expressed and implied warranties are limited in duration to the limited warranty period. No warranties apply after that period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Limitations of Liability

Eve's responsibility under this, or any other warranty, implied or expressed, is limited to repair, replacement or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. Eve is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty under another legal theory including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing this Eve-branded product. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.