



BLACKHAWK SCRIBE HARDWARE LIMITED WARRANTY

PRODUCT WARRANTY

This Blackhawk™ Scribe hardware product has a warranty against defects in material and workmanship for a period of one (1) year from date of shipment. During the warranty period, EWA Technologies, Inc. ("EWA TECHNOLOGIES") will at their option, either repair or replace products that prove to be defective.

For warranty service or repair, this product must be returned to a service facility designated by EWA TECHNOLOGIES. Outside EWA TECHNOLOGIES service travel areas, warranty service will be performed at the Buyer's facility only upon EWA TECHNOLOGIES's prior agreement and Buyer shall pay EWA TECHNOLOGIES's round trip travel expenses.

For products returned to EWA TECHNOLOGIES for warranty service, the Buyer is responsible to prepay shipping charges to EWA TECHNOLOGIES. Buyer is also responsible to pay all shipping charges, duties, and taxes for products returned to EWA TECHNOLOGIES from locations outside the USA.

EWA TECHNOLOGIES warrants that its software and firmware designated by EWA TECHNOLOGIES for use with an instrument will execute its programming instructions when properly installed on that instrument. EWA TECHNOLOGIES does not warrant that the operation of the instrument, software, or firmware will be uninterrupted or error-free.

The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by the Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the product, damage caused by any power source not provided with the product, or improper site preparation or maintenance.

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. EWA TECHNOLOGIES SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDIES

THE REMEDIES CONTAINED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EWA TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

RETURN POLICY

No items returned to EWA TECHNOLOGIES for warranty, service, or any other reason shall be accepted unless first authorized by EWA TECHNOLOGIES, either direct or through its authorized sales representatives. Contact support@blackhawk-dsp.com for an RMA number. All returned items must be shipped pre-paid and clearly display a Return Merchandise Authorization (RMA) number on the shipping carton. Freight collect items will NOT be accepted. Customers or authorized sales representatives must first contact EWA TECHNOLOGIES with notice of request for return of merchandise. RMA's can only originate from EWA TECHNOLOGIES. If authorization is granted, an RMA number will be forwarded to the customer either directly or through its authorized sales representative. An RMA will not be granted if the product has been tampered with in any fashion whatsoever.

(29 March 2013)