

LIMITED WARRANTY

The INDIGO™ Biofeedback device is covered by a two-year warranty.

If a computer was supplied as part of the “purchase package”, it is NOT covered under THIS warranty. The computer has its own separate warranty issued by its manufacturer.

LIMITED WARRANTY COVERAGE: QWV Biofeedback Support warrants to the end-user that the INDIGO™ Biofeedback Device will be free from defects in materials and workmanship.

WARRANTY COVERAGE COMMENCEMENT: Warranty begins 14 days after the INDIGO is shipped to the purchaser.

WHAT IF I NEED WARRANTY SERVICE? For INDIGO™ product warranty and repair services, contact us at: 1-800-388-2033 in USA & Canada Toll Free or 1-315-636-5388 Worldwide or email us at support@qvvbiofeedbacksupport.com

During the two-year limited warranty period, QWV Biofeedback Support (or its authorized service representative) will repair any INDIGO™ hardware products returned to us that prove to be defective in materials or workmanship. We will replace any defective part, if we determine that it needs to be replaced. If QWV Biofeedback Support is not able to repair the part or product, we will replace it with genuine INDIGO™ parts or product that is new or refurbished.

When you contact us via telephone or email regarding a service issues, we will send a service return authorization by email to you to include with your return. You must return the products to us in their original or equivalent safe packaging; prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. If the product being returned has been repaired or replaced under the warranty, we will prepay to ship the repaired or replaced products back to you if you use and address in Canada or the Continental United States (excluding Puerto Rico and USA territories).

Otherwise, QWV Biofeedback Support will share / split the cost* with the customer to return / ship the product (*QWV Biofeedback Support's share will be a max 1/2 ship cost or \$50USD, whichever is the lesser). If the product being returned has not been repaired or replaced under the warranty, the shipping cost is the responsibility of the customer, which includes the option of shipping method. In the case of International product returns, QWV Biofeedback Support is not responsible for custom duties, import taxes, or other costs outside of shipping fees.

If after inspection, we determine that the product problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

IS THE LIMITED WARRANTY TRANSFERABLE? Yes, the Limited Warranty is transferable upon QWV Biofeedback Support's ability to record and contact the purchasing party for verification purposes.

NOT COVERED UNDER THIS LIMITED WARRANTY:

- 1) Software, including the INDIGO™ software program and software / firmware added to the INDIGO™ Biofeedback Device Box during production or the reloading of it. NOTE: The Software Agreement is included in a separate agreement form.
- 2) Problems that result from external causes such as accident, abuse, misuse, or problems with electrical power.
- 3) Service or repair completed by a non-authorized INDIGO™ repair center.
- 4) Problems caused by using parts or components for repair not supplied or authorized by INDIGO™.
- 5) By usage that is not in accordance with product instructions and maintenance procedures.
- 6) A malfunction of the INDIGO™ Device by reason of a Non-INDIGO™ approved accessory or attachment connected to the INDIGO™ device. (Vendors may apply and be granted the right to proclaim the INDIGO™ Product Approval Seal of confirmation of safety protocols met).
- 7) An INDIGO™ Product with missing or altered Service Stickers or Serial Numbers.
- 8) Limited Warranty service will not be provided for INDIGO™ Devices that QWV Biofeedback Support has not received payment for or is under a financial payment agreement.

9) The INDIGO Harness Set. The warranty description and terms for the Harness Set, as provided by the manufacturer of it, is included in this document.

BIOTRODE™ TECHNOLOGIES INDIGO HARNESS SET WARRANTY: BioTrode Technologies warrants the INDIGO Harness Set will be free from defects in materials and workmanship performed, under reasonable manufacturing practices, under normal use for a period of one year (365) days from the date of purchase. This warranty is limited to you and it is not transferable.

BioTrode will not warranty against damage due to improper use: i.e. intentionally tugging on the cables instead of using the removal tabs and box connectors; improper care including: use of non-approved cleaning methods; use of solvents; improper storage; neglect; any damage or breakage resulting from stepping on, chewing on, cutting of cables by any means done by humans, horses, or pets other than normal use.

The entire liability of BioTrode Technologies and your exclusive remedy shall be (a) repair or (b) replacement. It will be at the discretion of BioTrode Technologies to determine if damage to a product is to be repaired or replaced. If it is determined that a product has been damaged due to improper use or neglect a minimal fee for repair/replacement will be assessed accordingly for parts and or labor. The owner of the equipment will be responsible for shipping costs of the equipment to BioTrode for repair/replacement. A minimum-shipping fee of \$10.00 will be charged for any equipment that is returned to the owner of the equipment. BioTrode reserves the right to modify any products at its discretion.

In no event shall BioTrode Technologies be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, or other pecuniary loss) arising out of use or inability to use the BioTrode Harnesses or Accessories.

BioTrode has utilized the most advanced materials available. Your BioTrode harness and equipment will last many years when used respectfully; with care and in the manner it was designed for. Thank you for purchasing your BioTrode Product.

Any complications, concerns or warranty claims should be addressed to the company or person you purchased our product from, or you may contact us directly. BioTrode™ Technologies 1 (425) 277 5121 or BioTrodeTech@comcast.net

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). INDIGOTM RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR / REPLACEMENT AS SET FORTH IN THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND USE FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD. NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. SOME USA STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THANK YOU.