

One-Year Limited Warranty

All Roving Blue warranties apply to the customer or original owner (the individual who purchased the product for their own use) also referred to as the Buyer or End User; and are not transferable to any other person or entity.

Roving Blue warrants that the Products shall remain free of defects in material and workmanship (“Defects”) for a period of one year after purchase, excluding ordinary wear and tear, when used in strict accordance with the instructions set forth in the Product’s user manual. This Warranty does not apply, for example, to Products physically damaged by Buyer by dropping, misuse, or failure to use the Products in strict accordance with the Operations Manual. In the case of a Defect covered by this Warranty, Buyer’s sole and exclusive remedy shall be, at Roving Blue’s option, a refund of the purchase price or repair or replacement of the Products.

The warranty may not apply to consumable items that may be used with or in the product

No Other Warranty

THE LIMITED WARRANTY PROVIDED HEREIN OR IN THE SHIPMENT OF THE PRODUCTS IS BUYER’S SOLE AND EXCLUSIVE WARRANTY. EXCEPT FOR THE WARRANTY PROVIDED HEREIN OR IN THE SHIPMENT OF THE PRODUCTS, ROVING BLUE HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THOSE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE .

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS DOCUMENT, IN NO EVENT SHALL ROVING BLUE OR ANY OF ITS AFFILIATES OR SUBSIDIARIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS OR AGENTS, BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. ROVING BLUE’S CUMULATIVE LIABILITY FOR ALL CLAIMS RELATING IN ANY MANNER TO THE PRODUCTS, OR OTHERWISE UNDER THIS AGREEMENT, REGARDLESS OF THE TYPE OR NATURE OF THE ACTION, SHALL BE LIMITED TO BUYER’S DIRECT ACTUAL DAMAGES NOT EXCEEDING THE AMOUNT ACTUALLY PAID TO ROVING BLUE BY BUYER FOR THE PRODUCTS WHICH ARE THE SUBJECT OF THE APPLICABLE CLAIM.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ROVING BLUE HAS RELIED ON THE FOREGOING LIMITATIONS OF LIABILITY AND BUYER EXPRESSLY

ACKNOWLEDGES THAT THIS PROVISION IS ESSENTIAL IN THE ESTABLISHMENT OF THE PRICING OF THE PRODUCTS. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Warranty Requirements

The warranty periods apply from the first date of purchase of the product. To obtain warranty service, the original proof of purchase will be required and the serial number affixed to the product must be complete and undamaged.