

**Blanket Product Warranty,
Return Policy, Support Policy, and
Terms and Conditions for Sale**

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Table of Contents

Technical Support Policy	3
Blanket Product Warranty	5
Warranty Start Date	5
Hardware Warranty	5
Appropriate Use --	5
Manufacturer-labeled warranty -	5
HauteSpot Networks Corporation -labeled warranty --	5
Software Warranty	5
Restrictions	6
Disclaimer	6
Limitation of Liability	6
International Shipment Policy	7
Excluded Countries	7
Payment	7
Return Policy	7
Warranty Service (Damaged units are not covered)	7
Repair	8
Even Exchange	8
Advance Replacement Service	8
Advanced Replacement Request (NON-DOA)	8
Credit Memo: (Return for Credit) -- within 30 days of purchase	9
TERMS AND CONDITIONS OF SALE	10
1. Other Documents	10
2. Governing Law	10
3. Payment Terms; Orders; Quotes; Interest	10
4. Shipping Charges; Taxes	10
5. Title; Risk of Loss	11
6. Warranties	11
7. Return Policies	11
8. Exchanges	11
9. Products	11
10. NON-HauteSpot Networks Corporation Products	12
11. Limitation of Liability	12
12. Service and Support	12
13. Dispute Resolution	12
14. Headings	12


Technical Support Policy

Free limited end-user technical support service is available for 30 days after the purchase of HauteSpot Networks Labeled products by **EMAIL ONLY**: support@hautespot.net. This is subject to support staff availability and will be responded to on a "first come, first serve" basis with no commitment for response time.

You may also get support through our password protected online tutorials, the login information is provided along with the unit that you have purchased. If you obtained your product from a reseller, please contact your reseller for support. The HauteSpot Website also has live chat for support during normal business hours.

You can subscribe to the Extended Support Program (ESP) for priority support service. **Only ESP subscribers can receive the benefit of telephone support service.**

The Extended Support Program details are:

- **Priority response** - email questions (same day if possible, no more than 48 business hours, holidays are not included)
- **Support over telephone** - 9am to 5pm Pacific Time Monday to Friday
- **Set up and testing** - requested configurations and report
- **Remote configuration assistance** - our technicians can log into your router to check your configuration
- **Additional support hours** - can be purchased at a cost of \$100 per hour, with a 1 hour minimum and prorated in 15 minute increments thereafter
- **Support for HauteSpot products family only (HauteROUTER, HauteWIND, HauteWRAP, and HauteSHOT)** - No support for entire networks, design and non-HauteSpot manufactured products, such as Antennas, Client Cards, 3rd party products, Pigtailed etc. Design service, network consulting, site survey, and training may be purchased as a separate item.
- **Up to 4 hours per year** -setup, emails, and testing. There are many avenues available to you as a customer of HauteSpot Networks Corporation for obtaining free technical support. You should always first refer to the HauteSpot Networks [Product Reference Manual](#) for detailed instructions on configuration and operation of your system. If your question cannot be answered through this manual, then visit our [products support Web page](#). A user ID and password is provided when a product is purchased. You can use this login information for your support Web page. This page provides the latest information on software, hardware, and tools for your product along with user tutorials. If you lost your password, please contact support@hautespot.net. For customers who opt to not purchase an Extended Support Agreement for their HauteSpot Networks' branded product,  [Wavier Extended Support \(Link\)](#) is required to be signed and faxed back before products can be shipped.

Blanket Product Warranty

Warranty Start Date

"**Start Date**" means the date of shipment of product from HauteSpot Networks Corporation.

Hardware Warranty

Appropriate Use – Selection of product, its installation and use are the sole responsibility of the customer. HauteSpot Networks Corporation provides no skill or judgment related to the application of the products it sells.

Manufacturer-labeled warranty - HauteSpot Networks Corporation sells the products of reputable manufacturers under their respective brand or trade names. HauteSpot Networks Corporation makes no express or implied warranty as to such goods. Customer remedies for defects of goods are subject to any limitations contained in their manufacturer's terms and conditions to HauteSpot Networks Corporation and the provisions of the manufacturer's warranty, either or both of which will be furnished upon request. HauteSpot Networks Corporation is not responsible for any warranty-related issues.

HauteSpot Networks Corporation -labeled warranty – HauteSpot Networks Corporation warrants the product sold under its name to be free of defects in materials and workmanship for a period of one year from the date of invoice. This warranty does not apply to products that: are opened, altered, or defaced; are not used in accordance with instructions and the normal intended use; or require replacement due to normal use, natural disaster, rust or corrosion, lightning strike, power surge, physical damage to internal or external parts. Defective items may be repaired or replaced at the sole discretion of HauteSpot Networks Corporation.

HauteSpot Networks Corporation ("HauteSpot Networks") warrants that for a period of one (1) year from the Start Date the HauteSpot Networks Corporation hardware ("Hardware") purchased by Customer will be free from defects in materials and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser. Customer's sole and exclusive remedy and the entire liability of HauteSpot Networks Corporation, its suppliers and affiliates under this warranty is, at HauteSpot Networks Corporation's option, either (i) to replace the Hardware with new or reconditioned Hardware; (ii) to correct the reported defect; or (iii) to refund of the purchase price of the Hardware.

Software Warranty

HauteSpot Networks Corporation warrants that for a period of one year from the Start Date, the software embedded in the Hardware ("Software") purchased by Customer will be free from material defects under normal authorized use consistent with instructions provided with each shipped product.. This product warranty extends only to the original purchaser. For the same one year period, HauteSpot Networks Corporation may provide customers with maintenance releases and feature releases for the Software at <http://www.hautespot.net> . Customer's sole and exclusive remedy and the entire liability of HauteSpot Networks Corporation, its suppliers and affiliates

under this warranty is, at HauteSpot Networks Corporation option, either (i) to replace the Software; or (ii) to correct the reported defect through software updates and software upgrades made generally available at www.hautespot.net. HauteSpot Networks Corporation makes no other warranty with respect to the Software, and specifically disclaims any warranty that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. Customer's sole and exclusive remedy and the entire liability of HauteSpot Networks Corporation, its suppliers and affiliates under this warranty is replacement of the media on which the Software is furnished.

Restrictions

No warranty will apply if the Hardware and/or Software (collectively, "Product") (i) has been altered, except by HauteSpot Networks Corporation; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by HauteSpot Networks Corporation in the enclosed documentation; or (iii) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Products are not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and HauteSpot Networks Corporation disclaims any express or implied warranty of fitness for such uses. HauteSpot Networks Corporation shall not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, sorted on, or integrated with any Product returned to HauteSpot Networks Corporation, whether under warranty or not. Customer is responsible for backing up its programs and data to protect against loss or corruption. HauteSpot Networks Corporation' warranty obligations do not include installation support.

Disclaimer

Except as expressly set forth above, HauteSpot Networks Corporation makes no representation or warranty of any kind, express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement or from a course of dealing, usage, or trade practice. Further, HauteSpot Networks Corporation does not warrant that the software is error free or that buyer will be able to operate the software without problems or interruption.

Limitation of Liability

In no event will HauteSpot Networks Corporation or its affiliates or suppliers be liable for any loss of use, interruption of business, lost profits, or lost data, or indirect, special, incidental, or consequential damages, of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, event if HauteSpot Networks Corporation or its affiliate or supplier has been advised of the possibility of such damage, and whether or not any remedy provided should fail of its essential purpose. The total cumulative liability to customer, from all causes of action and all theories of liability, will be limited to and will not exceed the purchase price of the product paid by customer.

International Shipment Policy

HauteSpot Networks Corporation can sell and ship products to customers outside the United States. International customers are responsible for any duties or taxes related to the order. Please contact your sales representative for further details related to payment and shipping.

Excluded Countries:

HauteSpot Networks Corporation currently supports transaction from all over the world. However, there is a small list of countries that we do not support. These include Balkans, Burma (Myanmar), Cuba, Indonesia, Iran, Iraq, Liberia, Libya, Nigeria, North Korea, Romania, and Syria.

Payment Policy

HauteSpot Networks Corporation accepts credit cards issued by US Banks including Visa, MasterCard, American Express without surcharge. We also accept Papal with no surcharge. International customers may also use wire transfers with appropriate fees depending on bank charges. Your credit card will not be billed until your order ships.

Purchase orders are accepted from U.S. companies (no individuals) with pre-approved credit. If you would like to apply for a credit account, please call us at (805) 541-9477x28. Credit approval normally takes at least 5 business days.

All sales are COD or prepaid unless credit is approved. A finance charge will be applied each month on past due accounts computed at the rate of 1.5% per month. If legal proceedings are instituted hereunder, the prevailing party shall be entitled to reasonable attorney's fees and court costs incurred therein. All sales are considered final and complete after 30 days from date of invoice. No returns for refund will be accepted after 30 days.

All resellers in the state of California must have a valid Resale Certificate on file before products are shipped. Otherwise, sales tax will be applied. On sales outside the United States, all required duties, licenses and fees shall be payable by the BUYER in addition to the stated prices.

If you would like to pay by wire transfer please call us at (805) 541-9477x28 for more details

Return Policy

Warranty Service:

We offer a 30-day warranty against Dead on Arrival "DOA" product. Any damage suspected due to shipping must be reported within (7) days of receipt. Reported equipment failures without proper notice within 7 days will not be considered DOA.

All returns will have to be verified by HauteSpot Networks' Technical Support and/or Customer Service before processing a RMA. All products being returned under this RMA must be shipped PREPAID. If the repair is under warranty, HauteSpot Networks will return the product to the customer, within the 48 continental US, Ground Service at no charge. Expedited shipping methods, international shipping and custom fees are charged to the customer. For non-warranty items customer pays for all return shipping costs.

Repair:

Free of charge under warranty period (1 year). Customer needs to send product that is under warranty back for warranty repair. Warranty covers parts, labor and shipping. (Proof of Purchase is required). Repairs are subject to limitations as listed in the product warranty.

Even Exchange:

Free of charge for DOA units (Reported within 7 days of receipt). HauteSpot Networks will replace DOA unit with a new unit of the same product. Old unit will be sent back to HauteSpot Networks first. Replacement unit will be shipped to customer usually within 72 hours upon received (Proof of Purchase is required. Only available within 30 days of purchase from HauteSpot Networks and reported within 7 days of receipt). HauteSpot Networks default shipping method is UPS Ground. Premium shipping service is available at additional expense.

Advance Replacement Service:

Advance replacement service is only available for DOA products or products which are found to be defective within the first 30 days from date of purchase. Our replacement policy requires that we receive a suspected "DEFECTIVE" item for evaluation and testing at our office prior to sending out a replacement. All return shipping is via UPS Ground. Premium shipping service is available at additional expense.

In the event a customer requests advance replacement of a product suspected of being "DEFECTIVE" HauteSpot Networks, at its sole discretion and provided the item is in stock, may provide an advance replacement product. If such a request is granted, HauteSpot Networks will request to secure from the customer a deposit for the full retail value (MSRP) of the advance replacement plus a \$25 non-refundable advance replacement processing fee. The deposit will take the form of either a signed credit card charge authorization from the customer or a cash deposit. Credit cards will be charged or cash deposit will be utilized if the defective product is NOT received within 15 days from the ship date of the advance replacement product by HauteSpot Networks. In all events the \$25 advance replacement fee will apply.

Suspected "DEFECTIVE" products returned under the Advance Replacement Service will be tested. If the results of testing find problems that are NOT covered by warranty, then the customer will be charged a repair fee of \$75.00 per unit plus parts required to return the unit to saleable condition and shipping costs for the Advance Replacement unit shipped in exchange. The "DEFECTIVE" product will not be returned to the customer if an advance replacement unit was previously shipped.

If the product test finds NO TROUBLE FOUND ("NTF") and is determined to be functional according to specifications listed or otherwise advertised by HauteSpot Networks, then the

customer will be charged an inspection fee of \$75.00 per unit plus parts required to return the unit to saleable condition, or a 20% restocking fee whichever is greater, and shipping costs for the Advance Replacement unit shipped in exchange. The "DEFECTIVE" product will not be returned to the customer if an advance replacement unit was previously shipped.

HauteSpot Networks does not offer advance replacement service for products after 30 days from date of shipment.

Be mindful and understand what products you are buying. We will be happy to answer any questions to the best of our knowledge prior to the sale. We respect your time, please respect ours.

Credit Memo: (Return for Credit) -- within 30 days of purchase for non-defective products

CUSTOMER MUST NOTIFY HAUTESPOT NETWORKS WITHIN 30 DAYS AFTER RECEIVING THE ITEM OF ANY PROBLEM THAT MAY REQUIRE A RETURN AND REFUND. ALL products being returned for credit must be in the original box with all accessories and in NEW, UNUSED condition with the factory seal intact. To ensure product remains in good condition, do not use the product box as the shipping box, repackage in another box with appropriate packing materials. Contents of the package not matching the information on the RMA form will be cause for return of ALL equipment. Items being returned for a sales credit are subject to a 20% restocking fee. Proof of Purchase is required for return credit. Return credit is only available within 30 days of purchase from HauteSpot Networks.)

Custom made or custom orders are not refundable or returnable.

Allow up to 3 weeks to receive your refund.

TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Agreement contains the terms and conditions that apply to your purchase from HauteSpot Networks Corporation ("HauteSpot Networks") that will be provided to you ("Customer") on orders for computer systems, related products and/or services and support sold in the United States. By accepting delivery of the computer systems, other products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY (i) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH HAUTESPOT NETWORKS CORPORATION, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (ii) UNLESS OTHER HAUTESPOT NETWORKS CORPORATION STANDARD TERMS APPLY TO THE TRANSACTION. These terms and conditions are subject to change without prior written notice at any time, in HauteSpot Networks Corporation's sole discretion.

1. Other Documents. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s), except as otherwise noted. Any attempt to alter, supplement or amend this document or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and HauteSpot Networks Corporation.

2. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

3. Payment Terms; Orders; Quotes; Interest. Terms of payment are within HauteSpot Networks Corporation's sole discretion, and unless otherwise agreed to by HauteSpot Networks Corporation, payment must be received by HauteSpot Networks Corporation prior to HauteSpot Networks Corporation's acceptance of an order. Payment for the products, services, and support will be made by credit card, wire transfer, or some other pre-arranged payment method unless credit terms have been agreed to by HauteSpot Networks Corporation. Invoices are due and payable within the time period noted as "Term" on the front of the invoice, measured from the date of the invoice. HauteSpot Networks Corporation may invoice parts of an order separately. Orders are not binding upon HauteSpot Networks Corporation until accepted by HauteSpot Networks Corporation. Any quotations given by HauteSpot Networks Corporation will be valid for the period of 30 days from the date of quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.

4. Shipping Charges; Taxes. Separate charges for shipping and handling will be shown on HauteSpot Networks Corporation's invoice(s). Unless Customer provides HauteSpot Networks Corporation with a valid and correct tax exemption certificate applicable to the product ship-to location prior to HauteSpot Networks Corporation's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for HauteSpot Networks Corporation's franchise taxes and taxes on HauteSpot Networks

Corporation' net income. If applicable, a separate charge for taxes will be shown on HauteSpot Networks Corporation's invoice.

5. Title; Risk of Loss. Title to products passes from HauteSpot Networks Corporation to Customer on shipment from HauteSpot Networks Corporation's facility. Loss or damage that occurs during shipping by a carrier selected by HauteSpot Networks Corporation is HauteSpot Networks Corporation's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

6. Warranties. THE LIMITED WARRANTIES APPLICABLE TO HAUTESPOT NETWORKS CORPORATION -BRANDED PRODUCTS ARE INCLUDED IN THE DOCUMENTATION ALONG WITH THE PRODUCTS OR, IN THE ABSENCE OF PRODUCT SPECIFIC WARRANTY, THE BLANKET PRODUCT WARRANTY WILL APPLY, AND THERE ARE NO WARRANTIES FOR SERVICES. HAUTESPOT NETWORKS CORPORATION MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN HAUTESPOT NETWORKS CORPORATION APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND HAUTESPOT NETWORKS CORPORATION WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES, ONLY UPON HAUTESPOT NETWORKS CORPORATION RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED. HAUTESPOT NETWORKS CORPORATION DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF' MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HAUTESPOT NETWORKS CORPORATION RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN HAUTESPOT NETWORKS CORPORATION APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE.

HauteSpot Networks Corporation reserves the right to modify its warranty at any time, in its sole discretion. All software is provided subject to the license agreement that is part of the package. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. HauteSpot Networks Corporation does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

7. Return Policies. HauteSpot Networks Corporation systems and parts that are purchased directly from HauteSpot Networks Corporation by an end-user Customer may be returned by Customer in accordance with HauteSpot Networks Corporation's "Return Policy" in effect on the date of the invoice.

8. Exchanges. From time to time, HauteSpot Networks Corporation may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with HauteSpot Networks Corporation's exchange policies in effect on the date of the exchange.

9. Products. HauteSpot Networks Corporation's policy is one of on-going product update and revisions. HauteSpot Networks Corporation may revise and discontinue products at any time. HauteSpot Networks Corporation will ship products that have the functionality and performance of

the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Spare parts may be new or reconditioned.

10. NON-HauteSpot Networks Corporation Products. HauteSpot Networks Corporation sells the products of reputable manufacturers under their respective brand or trade names. These NON-HauteSpot Networks products carry different return and warranty policies than HauteSpot Networks Corporation products. NON-HauteSpot Networks Corporation products may NOT be returned to HauteSpot Networks Corporation. Any warranty and technical support provided on NON-HauteSpot Networks Corporation products is provided by the original manufacturer, not by HauteSpot Networks Corporation. The warranties and technical support may vary from product to product. Product warranties for NON-HauteSpot Networks products are available on request.

11. Limitation of Liability. HauteSpot Networks Corporation does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or for lost or corrupted data or software, or the provision of services and support. HauteSpot Networks Corporation will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damage, or for any claim by any third party except as expressly provided herein. This limitation of liability applies both to products and services and support customer purchases under this agreement.

Customer agrees that for any liability related to the purchase of products or services bundled with the products, HauteSpot Networks Corporation is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement.

12. Service and Support. HauteSpot Networks Corporation will provide general service and support, to Customer in the United States, in accordance with the then-current service and support policies and conditions in effect. For end-user Customers, HauteSpot Networks Corporation promises that its support people will attempt to handle over the email any problem involving HauteSpot Networks Corporation Products. However, HauteSpot Networks Corporation's support people may not be able to understand or resolve any given problem. Service offerings may vary from product to product. If Customer purchased optional services and support, HauteSpot Networks Corporation will provide the optional service and support to Customer in the United States in accordance with the then-current terms and conditions. HauteSpot Networks Corporation may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. The services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase. HauteSpot Networks Corporation has no obligation to provide service or support until HauteSpot Networks Corporation has received full payment for the Product or services and support that Customer purchased.

13. Dispute Resolution The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against HauteSpot Networks Corporation, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "HauteSpot Networks Corporation") arising out of or relating to this Agreement, HauteSpot Networks Corporation's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one

party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration. The Arbitration will be conducted before three (3) independent and impartial arbitrators. HauteSpot Networks Corporation will appoint one (1) arbitrator and the other party or parties will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. The arbitration hearing shall take place in California and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrators shall base their award on the terms of this Agreement, and will follow the law and judicial precedents that a United States District Judge sitting in California would apply to the Dispute. The arbitrators shall render their award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The existence or results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.

14. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. (REV 03/11)