

HUMU Warranty Terms

The Product sold here under and its associated software delivered hereunder are subject to the following warranties:

A. Product:

FLEXOUND agrees to repair or replace at its discretion, without charge, any Product, which is defective as to design, workmanship or material, and which is returned to FLEXOUND at its premises, Tietäjantie 2, 02130 Espoo FINLAND, provided:

- (i) Notice of the claimed defect is given to FLEXOUND within 14 months (420 days) from the date of purchase of end user, not longer than 14 months from the Delivery Time of Products to Distributor, and goods are returned in accordance with FLEXOUND 's instructions.
- (ii) Such Product shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the Product specifications, it shall fail to operate in a normal manner.
- (iii) FLEXOUND's obligations with respect to such Product are subject to proper installation and operation of the Product by the Distributor in accordance with FLEXOUND 's written directions.
- (iv) Any attempted modification made by other than FLEXOUND or FLEXOUND's authorized service representative voids the product warranty.
- (v) The Distributor shall determine the suitability of the Product for the intended use prior to the sale and the Distributor assumes all risk and liability whatsoever in connection therewith.
- (vi) All the collected defective Products will be picked up by FLEXOUND from Distributor's warehouse. Address: Ferco Home Factory Outlet 46, Lot 3755, Jalan Pekan Subang, Jalan 1D, Kampung Subang Baru, 40150 Shah Alam, Selangor, MALAYSIA

B. Software:

FLEXOUND warrants that any software delivered hereunder, either embedded in the Product or specifically designed for use in or with such Product, will substantially provide the function(s) set forth in the applicable specification or as described in the applicable Service Manual. FLEXOUND will, at its option, without charge, revise or replace such nonconforming software provided:

- (i) Notice of the claimed defect is given to FLEXOUND within 14 months (420days) from the date of purchase of end user.

- (ii) The Software shall not be deemed to be defective if the software or its host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).
- (iii) The warranty shall be void if such software, or its host medium is altered, or alterations are attempted by other than FLEXOUND or its authorized service representative.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY PRODUCT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE DISTRIBUTOR'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

Any broken unit that is under warranty shall be returned back to FLEXOUND at reseller's own cost. FLEXOUND will then provide a replacement to the reseller. The defected goods will be returned to FLEXOUND's property quarterly.