

NOTION INK ONE YEAR LIMITED WARRANTY

For Notion Ink products only

1. Subject to other terms contained in this document, the Notion Ink product "Product(s)" shall have a limited warranty ("Warranty") against defects in materials and workmanship under normal use for a term of one (1) year from the date of shipment of the Product by Notion Ink or retail purchase by the Customer ("Warranty Period"). The term "Product" unless expressly mentioned, shall be exclusive of all accessories accompanying the Product. Upon receiving a valid complaint regarding defect arising in the Product hardware during the Warranty Period, Notion Ink may at its sole discretion provide one of the following services ("Warranty Service"):

(a) Repair or Replacement of the defective hardware using components which are new or equivalent to new in performance and reliability.

(b) Exchange of the complete Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product.

2. In the event of replacement or exchange the Product or its component that has been replaced or exchanged shall be retained by Notion Ink and shall become the property of Notion Ink. Customer shall only be entitled to have ownership of the Product or component provided to the customer as replacement or in exchange of the defective Product or component. Any replaced component shall assume the remaining warranty of the original Product.

3. Warranty applies only to the hardware Product manufactured by or for Notion Ink that may be identified by the trademark, trade name, or logo of Notion Ink affixed to it. Warranty does not apply to any Product, component or software of any party other than Notion Ink, whether or not packaged and sold with Notion Ink's Products.

Notion Ink shall not be liable for any warranty provided by any third party to the Customer.

4. Any software distributed by Notion Ink (including, but not limited to system software) is not covered under this Warranty and it shall be governed by the licensing agreement of such software.

5. The warranty on the battery is available for the first 180 days of purchase. The Customer is entitled to replacement of the battery if the claim falls under the specified warranty period and when the battery life is less than fifty percent (50%) under normal conditions and has been subjected to reasonably careful usage by the Customer.

6. Notion Ink does not warrant that the operation of the Product will be uninterrupted or error-free.

7. Warranty does not apply:

(a) To cosmetic damage, including but not limited to scratches, dents, and any other cosmetic or physical damages;

(b) To damage caused by use with third party products including but not limited to hardware damage caused by the installation and use of third party software and/or hardware products;

(c) To damage caused by natural causes such as flood, fire, earthquake or other such external causes, or any physical impact such as accident, abuse, misuse including but not limited to excessive physical forces or water damage;

(d) To damage caused by operating the Product outside the permitted or intended uses described in the instruction relating to Product use;

(e) To a Product or part that has been opened or disassembled or modified from original state by anyone, including the Customer, other than a Notion Ink Authorized Service Provider;

(f) If any serial number on the Product has been removed or defaced or altered or if evidence suggests so.

8. The Customer shall bear the entire risk, costs and expenses associated with a Product that has been returned to Notion Ink, for which no valid warranty claim is found. Assessment of the Product to determine whether warranty is applicable as per the terms of this policy will be done by the Notion Ink Authorized Service Provider at the time the Product or its component is received for examination of the alleged defect. The Notion Ink Authorized Service Provider's decision on the applicability of warranty is final.

9. To the extent allowed by Law, Notion Ink specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects. No reseller, agent, or employee of Notion Ink is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

10. NOTION INK MAY REMOVE THE PROGRAMS AND DATA ON THE PRODUCT AS PART OF NORMAL WARRANTY SERVICE. NOTION INK DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. NOTION INK WILL NOT BE HELD LIABLE FOR ANY LOSS OF DATA. THE CUSTOMER MAY ALSO CONSIDER TAKING BACK-UPS OF ANY DATA STORED IN THE PRODUCT BEFORE SENDING THE PRODUCT TO NOTION INK OR TO THE SERVICE PROVIDER AUTHORIZED BY NOTION INK.

11. Notion Ink may upgrade the system software as part of normal Warranty Service, due to which data or applications that were previously compatible with the Product may cease to be compatible. Notion Ink disclaims any representation that compatibility with data and applications will be maintained after Warranty Service.

12. The benefits conferred by this Warranty are in addition and subject to all rights and remedies available to the Customer under the laws and regulations applicable in the Territory where the sale was made.

13. The Customer agrees that Notion Ink is under no obligation to provide Warranty Service in a particular country. Products to be serviced under warranty should be sent to a Notion Ink Authorized Service Center by the customer. For obtaining warranty service, shipping costs TO the service center will be borne by the Customer. RETURN shipping shall be borne by Notion Ink. However, this is limited by the condition that the customer follows all the RMA procedures as dictated by our policies and/or as requested/suggested by Notion Ink.

14. In case the Customer receives the Product in a non-functional state or with crucial and severe defects (Defective on Receipt), and the Customer contacts Notion Ink support within 7 days of receipt, Notion Ink will provide reimbursement for the costs incurred to the Customer once the Customer ships the Product back to Notion Ink through a shipping company/service as agreed to by Notion Ink. All the other warranty terms will be applicable as normal. Additionally, the terms of the Return and Refund Policy as available on the website will be applicable herein.

15. Notion Ink disclaims any representation that it will complete Warranty Service in any specific period of time. Notion Ink representatives may provide estimates of the time required for Warranty Service, but the actual time required depends on the Customer's geographic location, nature of the defect and other such extraneous factors beyond Notion Ink's control.

16. Notion Ink uses Grade A LCD (Liquid Crystal Display) panels in its Products, which are made up of Pixels and Sub-pixels. These pixels are delicate and prone to damage, during transit or shipment, due to dust particles and other foreign materials. In general industry practice, damage of up to 5 pixels is acceptable in such LCD screens. However, Notion Ink warrants replacing damaged LCDs having 3 or more pixels damaged in course of transit. Any damage to the LCD screen below 3 pixels would not have warranty coverage and shall not be a subject to replacement or repair.

17. To claim repair or replacement under our warranty policy, the Customer may write to us at support@notionink.com. Notion Ink will examine the returned Product and decide, at its sole discretion, whether the claim is eligible and/or valid.

HOW TO OBTAIN WARRANTY SERVICE

1. If the Customer notices a defect in the Product, the Customer must contact Notion Ink Support by mailing us at support@notionink.com and describe the problem. Notion Ink representatives will contact you and attempt to diagnose and resolve the Customer's problem over email or chat. As a part of the diagnosing procedure, customer may be required to update their OS/Firmware and/or follow troubleshooting steps and/or procedures as suggested by the representatives of Notion Ink.

2. If the problem cannot be solved, you will get the Return Material Authorization (RMA) Number and Authorized Service Center shipping information.

3. The customer may then send the Product to the specified Authorized Service Center, including the package, the RMA Number and documentary proof of the original purchase date. The customer should ship the Product in the original box and we recommend that the customer obtains the necessary insurance against loss or damage during transportation. The customer should ship the Product only through such service providers who provide tracking services.

4. On receipt of the Product, the Notion Ink Authorized Service Provider will make a final assessment of eligibility for Warranty Service based on the state of the device as received and the accompanying documentation. If the Product is eligible, Notion Ink will repair or exchange the Product and send it back to the Customer. If the Product is not eligible for warranty, the Customer must bear all the risk, costs and expenses related to Product, including return shipment.

5. The Customer hereby agrees to provide any additional documentation and/or attaching the requisite proof as specified by Notion Ink in order to evaluate the warranty claim and determine warranty eligibility.

This Notion Ink One Year Limited Warranty Policy is subject to change, from time to time, at the sole discretion of Notion Ink and the changes in the latest modified version of the same will be binding on the Parties.

Notion Ink website: <http://www.notionink.com>

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Notion Ink One Year Limited Warranty Policy v2.0