

VIVIOX's warranty covers all products that do not work properly because of material defects or faulty workmanship, subject to the terms of this Warranty Statement. Our warranty applies exclusively to a product that has been installed in accordance with the manufacturer's installation instructions and that is operated within the proper specifications. The product must not have been subject to abuse, misuse or excessive voltages and must not have been altered and as to which a date code tag, product sticker, seal or the like, that was applied by the manufacturer, have been removed or altered. VIVIOX retains the exclusive right to determine what constitutes a defect in performance or manufacturing.

VIVIOX will not be liable to the purchaser, nor anyone else, for incidental, consequential, special, exemplary, indirect, or punitive damages arising from any defect, including but not limited to, personal injury, death, property damage, lost profits, or other economic injury.

VIVIOX's warranty will be governed by the laws of the State of New York. Any action arising out of, or relating to, this warranty shall be brought to any federal or state court located in the State of New York and of jurisdiction in the subject matter.

Without limiting the preceding sentence, VIVIOX will not be liable for expenses incurred in the use of a product and/or the removal and re-installation of a product requiring service or repair or for the packaging, handling or shipping of a product to VIVIOX and/or its authorized distributors. Additionally, a product that is returned and in the process becomes damaged by shipping via the RMA procedure is not the responsibility of VIVIOX.

This warranty will not apply to a product if the Warranty Return Policy & Procedures have not been strictly followed with respect to the product. If the customer returns a defective product to VIVIOX during the product's warranty period and if VIVIOX determines that said product is defective, then VIVIOX will, at its option, either repair or replace the defective product. Such repair or replacement is the sole and exclusive solution and response to a defect in a VIVIOX product. For more information, please visit our website or call our customer service department at 1.844.3.VIVIOX.

**Please Note:** VIVIOX is not obligated accept the return of a non-defective product. If based exclusively on its sole discretion, VIVIOX does permit such a return, the return will be then subject to a restocking fee of 20% or more, as determined by VIVIOX.

**Please Note:** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**To process a warranty claim, please complete the following steps:**

1. Contact customer service at [support@viviox.com](mailto:support@viviox.com) or call us at 1.844.3.VIVIOX to obtain an RMA number.
2. Send in your product. Please be sure to include a copy of your sales receipt. Shipping is to be paid by customer. Please note that shipping is the customer's sole responsibility, financial and otherwise.
3. Allow 2 weeks for processing time.