

Warranty

PRIMERO GAMES, LLC

LIMITED WARRANTY STATEMENT

What Does This Limited Warranty Cover? This limited warranty covers only defects in material or workmanship in products sold by Primero. Only customers purchasing products directly from Primero may be covered under this limited warranty. This limited warranty is your sole and exclusive remedy.

How Long Does The Warranty Last? Except as stated herein, the warranty period for all products is 90 days from the date of invoice. Certain major components may have a longer warranty period that is available from the supplier of such component. If your product is not covered by Primero's limited warranty, at your request, Primero will provide information regarding supplier warranties, if any.

What is Not Covered? Notwithstanding anything herein to the contrary, this limited warranty does not cover (i) data loss, (ii) software, (iii) products or parts for which Primero's supplier does not offer at least a one-year warranty, (iv) consumables such as fuses or batteries, (v) services, and (vi) any problem that is caused by (a) accident, abuse, neglect, acts of God, shock, abnormal or unusual physical or electrical stress or environmental conditions, or improper installation, operation, maintenance or modification; or (b) any misuse contrary to written instructions; or (c) malfunctions caused by other equipment. This limited warranty is void if a product is returned with removed, damaged or tampered labels.

What Do You Have To Do? Primero will not provide any warranty coverage unless your claim is in compliance with all terms of this limited warranty statement and you follow proper return procedures. To request warranty service, please contact Primero at 770-476-0311. If Primero determines, in its sole discretion, that a repair or replacement might be permitted, you will be issued an RMA number to use when returning the product to Primero along with your proof of purchase. The product you return to Primero must be properly packaged in its original packaging (or packaging providing the product with protection equivalent to the original packaging) and shipped, with the shipping charges prepaid, to Primero at 2150 Northmont Parkway, Suite N, Duluth, GA 30096. After receipt of the product, Primero will make a final determination on warranty coverage.

What Will Primero Do and Not Do? If Primero authorizes warranty coverage in its sole discretion, Primero will (at Primero's option) repair or replace your product without charge with a functionally equivalent replacement product. Primero may replace your product with a product that was previously used or repaired. It may take several months or longer to repair or replace your product. Primero is not responsible for damages caused by such delay and is not obligated to provide substitute or temporary products. You must pay to have the repaired or replaced product shipped back to you. If the original product is replaced, you agree to transfer ownership of the original product and any associated warranty rights to Primero, and Primero will not return your original product to you. Primero warrants that repaired or replaced products are covered for the remainder of the original 90-day warranty period, under the terms and conditions of this limited warranty. If Primero is unable to repair or replace, as applicable, a defective product which is covered by this limited warranty, Primero will give you a credit for the purchase price.

Limitation of Damages; Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL PRIMERO BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR UNINTENDED OR EXCESSIVE PAYOUTS DUE TO SOFTWARE MALFUNCTIONS OR ANY OTHER REASON), WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT YOU OR PRIMERO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIMERO DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. The laws of the State of Georgia, USA, shall govern this limited warranty without giving effect to the principles of conflicts of law.