MERLYN MIND, INC. - STANDARD LIMITED WARRANTY FOR PRODUCT ACCESSORIES

LIMITED WARRANTY PERIOD: ONE-YEAR

Merlyn Mind, Inc. (a company registered in Delaware, USA, with company number: 5405073, whose registered office is at 405 Lexington Avenue, Suite 3504, New York 10174) ("**MERLYN MIND**") warrants that the MERLYN MIND product accessory you purchased for your end use ("**Product**") is free from defects in materials and workmanship under normal use for a period of one year (measured from the date of your purchase) ("**Limited Warranty**"). This Limited Warranty covers the Product for warranty service only within the country where the Product was originally purchased and only covers Products purchased as new. You may be required to present proof of purchase as evidence of your entitlement to warranty service.

If the Product fails to work as warranted, MERLYN MIND will, in its sole discretion, repair or replace the Product or part with a new or remanufactured product/part that is at least equivalent to the original Product/part. This is your sole and exclusive remedy for breach of the Limited Warranty. Replacement parts or products are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of this Limited Warranty, whichever is longer.

This Limited Warranty applies only to hardware components of the Product that are not subject to accident, misuse, abuse, neglect, improper installation/mounting/unmounting/maintenance, modifications, fire, theft, acts of God, power failures, surges or electric shortages, lightning, or repairs/services by non-MERLYN MIND service providers, use outside of the environmental or operating parameters, or use with incompatible third party products.

For specific instructions about how to obtain warranty service for the Product, please visit our web site at Merlyn.org/support or send an email to support@merlyn.org.

MERLYN MIND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY.
ALL OTHER WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS FOR THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY OR OTHERWISE AND WHETHER ARISING IN LAW OR EQUITY, INCLUDING (WITHOUT LIMITATION) THOSE OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS THAT MAY BE IMPOSED OR IMPLIED BY LAW AND WHICH CANNOT BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. If you purchased the Products as a consumer, the above qualifications, exclusions and/or limitations may not apply to you, and your statutory rights remain unaffected (including, in the UK, under the under the Consumer Rights Act 2015).

IN NO EVENT WILL MERLYN MIND, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, YOUR RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE, OR (3) ANY LOST PROFITS, LOST REVENUES OR LOST SAVINGS,
IN EACH CASE WHETHER ANY SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE TO THE EXTENT PERMITTED BY LAW), MISREPRESENTATION, BREACH OF ANY DUTY (INCLUDING STRICT LIABILITY), EQUITY OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR THE USER GUIDES AND/OR MANUALS, EVEN IF MERLYN MIND, OR AN AUTHORIZED MERLYN MIND REPRESENTATIVE, AUTHORIZED SERVICE PROVIDER OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY OR IF SUCH DAMAGES WERE FORESEEABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. MERLYN MIND, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

Governing Law. Both you and MERLYN MIND consent to the application of the laws, and jurisdiction of the courts, of the country in which you acquired the Product to govern, interpret, and enforce all of your and MERLYN MIND's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Limited Warranty, without regard to conflict of law principles.

If that Country is Canada, the laws of the Province of Ontario will apply and you irrevocably submit to the non-exclusive jurisdiction of the Ontario courts.

If that Country is England and/or Wales, the laws of England and Wales will apply and you irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.
Both you and MERLYN MIND expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

Language. If you are located in the Province of Quebec, the following applies: Both you and MERLYN MIND acknowledge that they have required this agreement to be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

Severability. If any term or provision of this Limited Warranty is or becomes illegal, invalid or unenforceable that shall not affect the legality, validity or enforceability of any other term of this Limited Warranty.
Rights of Third Parties. A person who is not you or MERLYN MIND shall have no rights to enforce rights or benefits provided by the Limited Warranty.

Including. References to "include" or "including" in each case shall be deemed to be followed by the words "without limitation" and the terms "include" and "including" shall not be construed to limit any general statement which they follow to the specific or similar items or maters immediately following such terms.

Entire Warranty. This Limited Warranty constitutes the whole and only warranty between MERLYN MIND and you relating to the provision of the Product and supersedes and extinguishes all previous promises, assurances, warranties, representations and understandings between MERLYN MIND and you whether written or oral.

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