



## WATTEAM LIMITED WARRANTY

Watteam Ltd. (“**Watteam**”) provides this limited 1-year warranty solely to the original and direct purchaser of certain products of Watteam to which this warranty is attached (the “**Buyer**” and “**Products**” respectively). Watteam provides no such warranty to any other third parties, including without limitation, any customers of the Purchaser. No distributor, agent, representative, employee, installer or any other person is authorized to make, modify or change this limited warranty provided by Watteam and/or make any other warranty and/or representation on behalf of Watteam with respect to the warranted Products.

1. **Terms of Use.** Watteam warrants its products as set forth below. This Limited Warranty and all Products are sold to the Buyer pursuant to Watteam’s Terms of Use, which may change from time to time. You can find the latest version of Watteam’s Terms of Use at: [watteam.com/documents](http://watteam.com/documents). The rights provided to you under this Limited Warranty are provided in addition to all rights and remedies conveyed to you by applicable consumer protection laws and do not affect your legal (statutory) rights under applicable law.

2. **Product Warranty.** Watteam warrants to the Purchaser that the new Watteam POWERBEAT™ power meter (the “**POWERBEAT™ Meter**”) will be in compliance with its respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the actual delivery to Buyer (the “**Warranty Period**”). Notwithstanding the foregoing, the warranty period for repaired or refurbished POWERBEAT™ Meter parts repaired by Watteam is ninety (90) days from the actual delivery to Buyer, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period. The POWERBEAT™ Meter, its components and any repaired or refurbished parts subject to this warranty are collectively referred to herein as the “**Products.**” This warranty shall only apply provided that (i) Product has been paid for in full to Watteam; (ii) the Products were utilized solely for their intended purpose and were operated, maintained and used strictly in accordance with the Watteam’s user manual supplied with the Products (the “**User Manual**”); and (iii) the Failed Products have been returned to Watteam within the Warranty Period (or the Purchaser has provided Watteam within such period with sufficient evidence, as required by Watteam, of the Failed Products).

3. **Other Hardware.** Watteam provides no warranty on other hardware or materials used alongside the Products, including but not limited to your ANT+ or Bluetooth Smart head units, smartphones or other mobile devices, or bicycle or any component parts thereof.

4. **Remedy.** If any Product fails during the applicable warranty period (the “**Failed Product**”), Watteam’s sole and exclusive obligation, and Buyer’s sole and exclusive remedy, is, at Watteam’s option, to either (i) repair or replace the Failed Product, provided that Buyer returns the product to the location designated by Watteam within the warranty period and prepays the freight costs both to and from such location; or (ii) deliver replacement Products to the Buyer, provided the Buyer installs, at its cost, such components in or on the Failed Product (as instructed by Watteam). In all cases, Buyer shall be responsible for returning the Failed Product to Watteam, including all costs associated with the return of the Failed Product. If Watteam determines that the returned Product is not defective, Buyer shall pay and/or reimburse Watteam for all expenses incurred by Watteam in the examination of the returned good. THIS SECTION 4 SETS FORTH BUYER’S SOLE REMEDY WITH RESPECT TO A FAILED PRODUCT.

5. **Warranty Exceptions.**

5.1. Without derogating from the last paragraph in Section 2 above, the warranties in this Limited Warranty do not apply to Products that have been (a) installed improperly or in non-recommended installations; (b) modified or repaired with parts or assemblies not certified in writing by Watteam; (c) improperly modified or repaired (including as a result of modifications required by Watteam); (d) converted, altered, damaged, damage due to improper storage, improper or abnormal use, improper periodic testing, misuse or physical or chemical abuse or exposure, direct or sustained excessive exposure to weather or sudden change in temperature or thermal shock, exposure to chemicals, mishandling, abnormal force, pressure or loading, including but not limited to (i) washed using a high pressure cleaning machine; (ii) exposed to cleaning materials (e.g. degreaser); or (iii) water damage caused to the Products or any part thereof as a result of improper plugging of the sensor’s plug into the comp unit; or (e) Products have been subjected to neglect or abuse, willful damage, negligence, abnormal working conditions; (collectively (a)-(d), Section 5.2 below and restrictions set forth the last paragraph in Section 2 above shall be referred to herein as the “**Exceptions.**”).



5.2. AFTER INSTALLATION OF THE POWERBEAT™ TO THE CRANK, ATTEMPTING TO REMOVE AND/OR DETACH THE POWERBEAT™ SENSOR(S) FROM THE CRANK IS LIKELY TO CAUSE DAMAGE TO THE CRANK AND TO THE SENSOR(S) OF THE POWERBEAT™. WATTEAM SHALL NOT BE LIABLE FOR ANY SUCH DAMAGES AND SUCH DAMAGES ARE EXPRESSLY EXCLUDED FROM THE PRODUCT WARRANTY.

5.3. If Watteam identifies any Exceptions during examination, troubleshooting or performing any type of warranty support on behalf of Buyer, then Buyer shall pay for and/or reimburse Watteam for all expenses incurred by Watteam in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that is subject to any of the Exceptions defined above. This Limited Warranty does not apply to any mobile device or the cellular and/or other network or system on which the Products operate. Watteam does not accept any responsibility under this Limited Warranty for the operation, availability, coverage, services or range of the cellular or other network or system. Always follow safety, use, operation, and maintenance instructions for the Product.

6. **DISCLAIMER.**

6.1. THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE PRODUCTS SOLD OR OTHERWISE PROVIDED BY WATTEAM. WATTEAM EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS LIMITED WARRANTY OR WITH THE TERMS OF USE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACHIEVEMENT OF GREATER PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WATTEAM ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF PRODUCTS. THE FOREGOING REMEDIES ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF PRODUCTS TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

7. **Limitation of Liability.** WATTEAM'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO WATTEAM UNDER THIS WARRANTY. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, WATTEAM'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. WATTEAM SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY BUYER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE. The limitations on liability set forth in this Warranty are fundamental inducements to Watteam providing the Products. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Watteam the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Buyer against Watteam more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. The jurisdiction applicable to you may not allow the limitations of liability or damages set forth in this Limited Warranty, in which case such limitations shall only apply to you to the extent permitted in such jurisdiction.

8. **Warranty Claims.** All warranty claims must be received by Watteam at [support@watteam.com](mailto:support@watteam.com). Buyer shall cooperate with Watteam's or it's authorized agents in the inspection of the Product that was claimed to be defective, and will assist Watteam in performing its obligations under this warranty.

9. **Governing Law.** This Limited Warranty is governed by and will be construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The United Nations' Convention on Contracts for the International Sale of Goods shall not apply.