

TERMS & CONDITIONS

Sensing Tex commercialized development kits require a careful handling according to the provided instructions. Therefore, any manipulation, modification or transformation applied to Sensing Tex commercialized material dev kits which do not match the standard existing protocols also given to the clients, or which are not strictly authorized by Sensing Tex, will cause an invalid existing product operation warranty, and Sensing Tex will not be responsible for any damage to the product or malfunction.

Sensing Tex is a company compromised with product continuous improvement, technical specifications, pictures or any other kind of information compiled here could be modified by Sensing Tex without previous warning.

Sensing Tex is not responsible for any direct or indirect damage caused to company development kits, which may change precision, veracity or completeness regarding given information, or for the utilization of such information.

The governing use of the present system as a tool of development is defined within any dev kit document. Please see conditions below about disclaimers of warranty

DISCLAIMER OF WARRANTY - RESULTS

Disclaimer of warranty of the results of the development kit. The client hereby acknowledges that the research and development project is of an experimental and exploratory nature based on the development kits provided by Sensing Tex, and due to that, Sensing Tex does not guarantee any particular outcome to be obtained from it. Furthermore, Sensing Tex shall only carry out and use on the research and development project &/or development kit the actions and items included in the present estimate. The client also acknowledges to be aware of the properties and specification of the items included in the development kits, and also that has been advised to undertake its own due diligence with respect to all matters arising from this development by using the development kit.

DISCLAIMER OF WARRANTY - HARDWARE

The warranty period for Development Kits and their contents is sixty (**60**) days from date of shipping.

Limited Warranty. Sensing Tex warrants the Development Kit to be free from defects in materials and workmanship (subject to the terms set forth herein) when used normally in accordance with the official documentation for the applicable Warranty Period from the date of purchase. If the Development kit contains a rechargeable battery, Sensing Tex does not provide any warranties for the battery life, as all rechargeable batteries can be expected to lose charging capacity over time and this is not considered a defect. Your actual battery life will vary depending on the conditions in which it is used.

Exclusions and Limitations. This Limited Warranty does not cover:

- a. Problems with and/or damage to the Development kit by using accessories, parts or components not made by Sensing Tex.

- b. Damage caused by service (including upgrades and expansions) performed by anyone who is not officially acting as an employee, representative or sub-contractor of Sensing Tex.
- c. Claims arising from any unacceptable use or care of the Development kit, including (without limitation) misuse, abuse, negligence, unauthorized modification or repair, unauthorized commercial use or any operation of the Development kit outside Sensing Tex's recommended parameters.
- d. Claims arising from external causes, including (without limitation), accidents, natural disasters, fire or earthquake
- e. Products with a serial number, guarantee seals or date stamp that has been altered, obliterated or removed
- f. Products for which Sensing Tex will not receive payment in full

Remedies under this Limited Warranty.

If any eligible claim on the Limited Warranty is received by Sensing Tex within the applicable Warranty Period, Sensing Tex will (at its sole option) either: (a) repair the Development kit or the defective parts at no charge, using new or refurbished replacement parts; (b) exchange the Development Kit or the damaged parts with a new one that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Development kit; (c) refund the money. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Sensing Tex reserves the sole right to determine whether a claim is eligible and/or whether the Development kit or any of its parts are defective. Where the development kit is an "end of life" model, Sensing Tex may (at its sole option) exchange the part with a functionally equivalent substitute model from Sensing Tex's current catalog. Sensing Tex has the sole option to provide any other type of remedy in addition to or in substitution of the aforesaid remedies. Repaired or exchanged items shall be warranted free from defects for a period of sixty (60) days after date of repair or exchange (as the case may be), or for the remainder of the original Warranty Period, whichever is longer.

Return Policy

Include original packaging. Any returned Development Kit must be returned including all its components in all of their original packaging, in the same conditions it has received. Sensing Tex may reject the returned product if there is damage to the product and/or product packaging.

If a product is deemed unfit for return, Sensing Tex will notify the customer that the return has been rejected and no refund will be issued to the customer. The customer can choose one of the following options:

- (a) The product will be shipped back to the customer with shipping cost, or
- (b) The product will be recycled.

If you do not select one of the above options within 10 days of Sensing Tex informing you that your return has been rejected, the product will be recycled.

The returned product will be analysed by Sensing Tex within 5 working days.

Sensing Tex will inform you about the failure diagnose. If the product is eligible and it is under the warranty, the product can be repaired or replaced by a new one, according with the warranty policy. The replacement period will be according with the product stock.