

Article

The Neuroio device you purchase from us is covered under warranty for a period of ONE (1) YEAR from the date that the Neuroio Sensor is delivered to you.

Here is the official Neuroio warranty policy:**WHAT DOES THIS WARRANTY COVER?**

Neuroio Technology Inc., a corporation registered under the laws of British Columbia, (“we”, “us”, or “our”) warrants this Energy Monitor hardware (“Neuroio”) to be free from defects in materials and workmanship when used in accordance with our published guidelines (the “Warranty”) for a period of ONE (1) YEAR from the date the Neuroio is delivered to you (the “Warranty Period”).

WARRANTY LIMITATIONS

THIS WARRANTY SHALL NOT EXTEND BEYOND THE WARRANTY PERIOD. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. WE DISCLAIM ALL STATUTORY AND IMPLIED CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY CUSTOM, USAGE OR TRADE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE WARRANTY PERIOD, AND, AT OUR OPTION, TO THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

WHAT WE WILL DO IF THE WARRANTY IS BREACHED

If, during the Warranty Period, you submit a valid claim to us, we will, at our exclusive option and without charge, (i) repair the Neuroio using new or previously used parts that are equivalent to new in performance and reliability, and return the repaired Neuroio to you, or (ii) send you a replacement Neuroio. Any repairs or replacements are warranted for the remainder of the initial Warranty Period.

HOW TO OBTAIN WARRANTY SERVICE

To obtain Warranty service within the Warranty Period, you must return the Neuroio, freight paid, with a copy of the sales receipt or other proof of purchase that shows the date of sale and/or delivery date, to:

Neuroio Technology Inc.
201-43 West Hastings St.
Vancouver, BC, Canada
V6B 1G4

In the event your Neuroio needs to be upgraded or repaired, you must contact us prior to

shipping it to us, and we will assign you a Return Merchandise Authorization (RMA) number.

WHAT THIS WARRANTY DOES NOT COVER

This Warranty does not apply:

1. To damages caused by operating the Neurio outside of our published guidelines;
2. To damages caused by improper operation or storage, misuse, abuse, accident or neglect, contact with liquids, extreme humidity or heat, contact with sand, dirt, food or the like, fire, or other external cause, or any other acts that are outside the course of normal consumer usage;
3. To damages caused by modification or repair to the Neurio by anyone other than one of our authorized representatives, including software/firmware modifications;
4. When serial numbers or product labels have been removed, altered or obliterated, seals have been broken, or there is any other evidence of tampering with the Neurio;
5. Where you are unable to present proof of purchase when requesting Warranty service;
6. To defects caused by normal wear and tear or otherwise due to the normal aging of the Neurio;
7. To damage caused during shipment (such claims should be presented directly to the freight forwarder or shipping company);
8. To any used Neurio purchased from a third party; or
9. Where the damage is purely cosmetic damage, including but not limited to scratches, dents or deterioration to the surface finish.
10. To any Neurio purchased online from unauthorized Amazon resellers. Products sold on Amazon by unauthorized resellers do not carry a warranty from Neurio. Authorized Amazon retailers include:
 - Green Energy Direct

DESIGN CHANGES

We reserve the right to change or improve the design of the Neurio without prior notification to you. Design changes will not be implemented retroactively, and any design changes to future products does not imply the availability of an upgrade to existing units.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, OR FOR ANY INJURY, LOSS OR DAMAGE SUSTAINED BY ANY PERSON OR PROPERTY, THAT MAY RESULT FROM THE NEURIO FAILING TO OPERATE CORRECTLY AT ANY TIME, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM THE USE, INABILITY TO USE, OR INACCURACY OF THE NEURIO. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY.

OUTSIDE THE UNITED STATES AND CANADA

In countries other than the United States and Canada, the terms and conditions of this Warranty may be different. Unless a specific Neurio warranty is communicated to you in writing by us, no warranty or liability exists beyond any minimum requirements imposed by law, even though defect, damage, or loss may be by negligence or other act.