

# DISCOVER AES

# LYNK COMMUNICATION GATEWAY LIMITED WARRANTY POLICY

DOCUMENT NUMBER

**885-0018**

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## LIMITED WARRANTY

Discover Energy Corp. ("Discover"), together with its agents, dealers, and distributors, warrants to the original product purchaser ("User"), that your Discover Product(s) will be free from defects in workmanship and materials. This warranty period lasts from the date of purchase at the point of sale to you, the User, unless otherwise agreed to in writing (the "Warranty Period").

Model	Product	Warranty
950-0015	LYNK Communication Gateway	2 Years (unless applicable law requires a longer period in which case it will be made that period)

### LIMITATION ON APPLICATIONS

Without the involvement of Discover in system design and Discover's express written authorization, the Product is not intended for use in conjunction with a primary or backup power source for life support systems or other medical equipment, or any application where product failure could lead to injury to persons, loss of life or catastrophic property damage. To the extent permitted by law, Discover disclaims any and all liability arising out of any such use. Further, Discover reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of Discover's refusal to service.

### WARRANTY LIMITATIONS AND EXCLUSIONS

**EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCT IDENTIFIED IN THIS LIMITED PERFORMANCE WARRANTY. DISCOVER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/ OR GUARANTEES, EXPRESS OR IMPLIED, AND, AS SUCH, THE SAME SHALL NOT APPLY TO THE PRODUCT. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST EQUIPMENT OR LOST REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

This warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. This warranty does not cover defects caused by external influences while in the User's possession, including unusual physical or electrical stress such as power surges, uncontrolled voltages and currents, system harmonics, lightning, flood, fire, accidents or vandalism.

For further clarity, this warranty is void if the Product:

1. is improperly used or installed in non-compliance with the installation, commissioning, operation or maintenance instructions,
2. is disassembled, altered, or repaired by someone other than an authorized Discover agent,
3. is damaged during shipping or installation,
4. is used or stored in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system,
5. is installed in a corrosive environment,
6. manufacturing date codes, safety certification numbers or serial and tracking numbers are destroyed or altered,

7. is exposure to fire, water, snow, moisture, or liquid ingress (except for any such exposure to environmental conditions that the Product was specifically designed to withstand as indicated in the applicable specifications for the Product).

## **WARRANTY CLAIM PROCEDURE**

In the event of an alleged defect, you must make a warranty/service claim to the original Discover agent, dealer, or distributor that sold the Product to you within fifteen (15) days of the alleged defect date. If you are unable to contact the original seller, you should contact Discover by visiting [www.discoverbattery.com/support](http://www.discoverbattery.com/support).

**NOTE:** If your Product was included in a purchase from an Original Equipment Manufacturer (OEM) as part of the equipment, you must contact the OEM for service and support in the event of an alleged defect or Product failure.

A Product warranty claim must include:

1. Proof of original purchase that includes date and identity of purchaser, name of authorized seller, Product model number, serial number and purchase price. Please notate the transaction currency, if not in USD.
2. Description of the alleged defect.
3. A description of the installation location and environment.
4. The shipping address for the repaired or replaced product.

After receiving a Return Materials Authorization (RMA), you must pack the authorized Product, along with copies of the information required (1~4 above), in an appropriate shipping container or packaging with the Discover RMA number clearly marked on the packaging. Unless directed otherwise, you will be required to prepay all shipping charges to the destination designated by Discover. You must insure the shipment, or accept the full risk of loss or damage during shipment. Discover is not responsible for shipping damage caused by an improperly packaged Product, or the repair costs that might result therefrom. Alternatively, Discover may require you to hold the Product on site and permit an examination by a Discover representative.

**HELPFUL HINT:** Take pictures of the Product before and after packaging it for shipment.

If Discover determines that the defect is a warranted, Discover at its sole discretion will repair, or replace the defective Product with a new or refurbished Product. Alternatively, Discover may provide credit towards the purchase of a new Discover product.

Any repaired, or replacement, Product will only be warranted for the remaining unused portion of the original Limited Warranty. The cost and responsibility for removal of the defective Product and its shipment to Discover, and all other costs related to the replacement process, will be the responsibility of the User.

## **Applicable Law and Effective Period**

This Limited Warranty is subject to the laws of the province of British Columbia. This Limited Warranty is effective for sales of the Product occurring after May 1, 2019