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## LIMITED WARRANTY

Except as expressly stated in this Limited Warranty, eSight Corporation makes no other expressed or implied warranties or guarantees, including any warranties of merchantability or suitability of use for a particular purpose. eSight Corporation expressly disclaims all warranties and guarantees not stated in this Limited Warranty. Warranties that may be imposed under law are limited to the duration of the warranty period as set forth in this Limited Warranty.

This Limited Warranty applies to the eSight Eyewear sold by eSight Corporation, and its worldwide authorized affiliates or resellers (collectively described as "eSight") in this Limited Warranty. This Limited Warranty covers all hardware components provided with the eSight Eyewear at the time of purchase for a period of one year from date of delivery, with the exception of any prescription lenses that are incorporated into the unit. This Limited Warranty is enforced in all countries where eSight offers warranty service.

In addition to this Limited Warranty, you have the option to purchase additional protection for your eSight Eyewear. If purchased, the additional protection for your eSight Eyewear is in accordance with the length and scope of coverage specified in the *Sales Agreement* starting from date of delivery.

The terms and conditions in this Limited Warranty comprise the complete warranty agreement between you and eSight for the eSight Eyewear you have purchased, and supersede any expressed or implied warranties, guarantees, agreements or other representations made by any party in connection with your purchase.

eSight warrants that the eSight Eyewear product purchased from eSight is free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of delivery. You may be required to provide dated proof of purchase as a condition of receiving warranty service within the Limited Warranty Period. This Limited Warranty is not transferable to any person who subsequently acquires the eSight Eyewear from the original owner.

During the Limited Warranty Period, eSight will replace or repair defective eSight Eyewear units. eSight reserves the right to retain component parts that are replaced. Products repaired under warranty are warranted to be free from defects in material and workmanship for the remainder of the original Warranty Period and not longer. eSight reserves the right to replace your entire eSight Eyewear with one that is equivalent or better. eSight reserves the right to fully refund the purchase price of your eSight Eyewear rather than repairing or replacing it. This is the extent of your remedy for defective or failed eSight Eyewear units.

eSight is not responsible for the damage or loss of any data or programs stored on other computers or electronics systems to which eSight Eyewear is connected. Any eSight Eyewear unit or any components provided with the eSight Eyewear at the time of purchase, that are damaged, tampered with, or defective as a result of accident, misuse or unauthorized repair or modification, are not covered under this Limited Warranty.

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## **LIMITED LIABILITY**

In no event will eSight or its directors, employees, or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special, or punitive damages arising from your use or misuse of any eSight device whether such damages arise in contract, tort, negligence, equity, statute, or by way of any other legal theory regardless of whether such damages could have been foreseen. Notwithstanding anything to the contrary contained herein, eSight's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the purchase price of the device, or the cost of repair or replacement, whichever is less.

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## **INITIATING WARRANTY SERVICE**

If your eSight Eyewear product requires service, please contact the Customer Support representative for your region. Consult your user documentation for details. A Technical Support Specialist will be pleased to help you diagnose the problem and, if required, determine the necessary service options.

Should you relocate to a country in which eSight Eyewear is not currently available and you require warranty service, shipment back to eSight, and return shipment of your repaired unit, will be at your own risk and expense.

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## **DISCLAIMER**

eSight does not warrant any particular degree of improvement of visual acuity or visual field through the use of its devices. In addition, eSight makes no claims about the fitness of eSight devices for any specific activity. eSight is not responsible for any injury or damage caused by users of its devices.

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