

WARRANTY

1-Year Limited Warranty

What this Warranty Covers

ProModeler, (ProModeler) warrants to the original purchaser that the product purchased (the "Product") will be free from defects in materials and workmanship for a period of 1 year from the date of purchase.

What is Not Covered

This warranty is not transferable and does not cover (i) cosmetic damage, (ii) damage due to acts of God, accident, misuse, abuse, negligence, commercial use, or due to improper use, installation, operation or maintenance, (iii) modification of or to any part of the Product, (iv) attempted service by anyone other than ProModeler, (v) Product not purchased from ProModeler, (vi) Product not compliant with applicable technical regulations, or (vii) use that violates any applicable laws, rules, or regulations.

OTHER THAN THE EXPRESS WARRANTY ABOVE, PROMODELER MAKES NO OTHER WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT THEY ALONE HAVE DETERMINED THAT THE PRODUCT WILL SUITABLY MEET THE REQUIREMENTS OF THE PURCHASER'S INTENDED USE.

Purchaser's Remedy

ProModeler's sole obligation and purchaser's sole and exclusive remedy shall be that ProModeler will, at its option, either (i) service, (ii) repair, or (iii) replace, any Product

determined by ProModeler to be defective. ProModeler reserves the right to inspect any and all Product(s) involved in a warranty claim. Service, service and/or replacement decisions are at the sole discretion of ProModeler. Proof of purchase is required for all warranty claims. SERVICE, REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

Limitation of Liability

PROMODELER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY, REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF PROMODELER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, in no event shall the liability of ProModeler exceed the individual price of the Product on which liability is asserted. As ProModeler has no control over use, setup, final assembly, modification, use or misuse, no liability shall be assumed nor accepted for any resulting damage or injury. By the act of use, setup or assembly, the user accepts all resulting liability. If you as the purchaser or user are not prepared to accept the liability associated with the use of the Product, purchaser is advised to return the Product immediately in new and unused condition to the place of purchase.

Law

These terms are governed by Florida law (without regard to conflict of law principals). This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. ProModeler reserves the

right to change or modify this warranty at any time without notice.

WARRANTY SERVICES

Questions, Assistance, and Services

Once assembly, setup, or use of the Product has been started, you must contact ProModeler directly. This will enable ProModeler to better answer your questions and service you in the event that you may need any assistance. For questions or assistance, please contact ProModeler.

Inspection or Services

If this product needs to be inspected or serviced, please visit <https://www.promodeler.com/repairform.pdf> on our website or call ProModeler to obtain a Return Merchandise Authorization (RMA) number. Pack the Product securely using a shipping carton. Please note that original boxes may be included, but are not designed to withstand the rigors of shipping without additional protection. Ship via a carrier that provides tracking and insurance for lost or damaged parcels, as ProModeler is not responsible for merchandise until it arrives and is accepted at our facility. If you do not have internet access, please contact ProModeler to obtain a RMA number along with instructions for submitting your product for service. When calling ProModeler, you will be asked to provide your complete name, street address, email address and phone number where you can be reached during business hours. When sending product to ProModeler, please include your RMA number, a list of the included items, and a brief summary of the problem. A copy of your original sales receipt must be included for warranty consideration. Be sure your name, address, and RMA number are clearly written on the outside of the shipping carton.

NOTICE: Do not ship lithium batteries to ProModeler. If you have any issue with a lithium battery, please contact ProModeler.

Warranty Requirements

For Warranty consideration, you must include your original sales receipt verifying the proof-of-purchase date. Provided warranty conditions have been met, your Product will be serviced or replaced free of charge. Service or replacement decisions are at the sole discretion of ProModeler.

Non-Warranty Service

Should your service not be covered by warranty, service will be completed after payment in advance. By submitting the item for service you are agreeing to payment of the service without notification. Service estimates are available upon request. You must include this request with your item submitted for service. In addition you will be billed for return freight. ProModeler accepts money orders and cashier's checks, as well as PayPal, Visa, and MasterCard. By submitting any item to ProModeler for service, you are agreeing to ProModeler's Service Terms and Conditions found on our website here.