

Limited warranty & return policy

(Last updated October 14, 2020)

This Limited Warranty and Returns Policy ("Limited Warranty") applies to the Mawi band, Mawi Vital (the "Product") and is given by Mawi Solutions OU. ("Mawi"), to the individual or entity (the "Owner") who purchased the Product from Mawi or a Mawi authorised dealer in the case of warranty. Mawi Solutions OU is a private limited company, registered in Tallin, Estonia. under company number 14345719. Our registered address and main trading address is Peterburi tee, 47, Tallinn, 11415.

This Limited Warranty applies only within the United States, European Union and within countries where the products are available for sale to customers located in such countries, and is not transferable.

NOTE: MAWI'S RETURN POLICY ONLY APPLIES TO INDIVIDUALS WHO PURCHASED THE PRODUCT DIRECTLY FROM MAWI. THIS POLICY DOES NOT APPLY TO INDIVIDUALS WHO PURCHASED AN MAWI BAND AND/OR MAWI VITAL FROM AN AUTHORISED DEALER.

If you purchased your Mawi device from an authorised dealer, please contact the dealer for information regarding their return policy.

Return Policy

If you are unsatisfied with the Product(s) you purchased, you may return the Product within 14 days of receiving it for a refund of your Product purchase price. The quantity of purchased Products that you may return under this policy is limited to ten (10) units. To be eligible for return, you must first request a Return Merchandise Authorisation (RMA) number from Mawi, and then ship the Product back to Mawi within the 14-day period following the date you received the Product from Mawi with the RMA number included in the return package. Proof of purchase may be requested prior to issuance of an RMA number, and no refunds of any type will be provided without an RMA number. You may request an RMA number by submitting a request to Mawi Customer Support via email to support@mawi.band

For U.S. orders, Mawi Customer Support will issue a prepaid return shipping label. You are responsible for return shipping packaging and drop-off with the designated shipping carrier on the label. For international orders, customers are responsible for all shipping and handling charges on returned items. We recommend that return shipments are insured for the Product value, as you bear risk of loss until the returned product is received by Mawi. Please notify Mawi Customer Support if you are returning your Product so we can document the RMA and reason for return.

Once we receive your return, we will issue your refund and you will receive a confirmation email. It usually takes 1-2 weeks to see your refund posted.

Refunds are not guaranteed, and Mawi reserves the right to deny a refund for any reason, including without limitation the following:

- If the Product is damaged in any way
- If you return the Product more than 14 days after receiving it

Limited warranty

Mawi Solutions OU ("Mawi") expressly warrants that the Mawi band, Mawi Vital device, and Mawi Vital App (the "Product") will materially conform to its published specifications and be reasonably free from defects in materials and workmanship for a period ONE (1) YEAR for the Mawi Vital, Mawi band and Mawi Vital App commencing on the date of delivery of the Product to you (the "Warranty Period"). This Limited Warranty only applies to products which are purchased from Mawi and other authorised retailers, resellers, and distributors and used, stored, and handled in the manner recommended by Mawi. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

NOTE: THIS WARRANTY ONLY APPLIES TO INDIVIDUALS WHO PURCHASED THE PRODUCT DIRECTLY FROM MAWI OR AUTHORISED RETAILERS, RESELLERS, AND DISTRIBUTORS AND PROOF OF PURCHASE MAY BE REQUESTED.

Remedies

Mawi will, at its option, repair or replace Product without charge if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during this warranty shall include reasonable labor charges necessary to repair or replace the defective product. During the entire warranty period, Mawi's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original warranty period from the date of the original receipt of your Product, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

Mawi reserves the right to replace any discontinued Product with a new product of comparable value and function.

To be eligible for getting a return shipping fee, you must first request a Return Merchandise Authorization (RMA) number from Mawi, and then ship the Product back to Mawi. Proof of purchase may be requested prior to issuance of an RMA number, and no repair or replacement of any type will be provided without an RMA number. You may request an RMA number by submitting a request to Mawi Customer Support via email to support@mawi.band

	Inside United States	International
Products purchased directly from Mawi	<ul style="list-style-type: none"> • Free Return shipping fee • Repair service or replacement unit • Product must be returned to Mawi within 14 days of Mawi issuing the replacement or the customer will be responsible for the value of the replaced item 	<ul style="list-style-type: none"> • Repair service or replacement unit • Customer is required to return the defective unit • Customer will be billed for the re-shipping cost + customs fees, if applicable
Products purchased from authorized Retailer, Reseller or Distributor	<ul style="list-style-type: none"> • Free Return shipping • Repair service or replacement unit • Customer must provide proof of payment and provide the Product Serial Number • Customer must ship the defective unit back and Mawi will issue a replacement unit only once the defective unit is received by Mawi 	<ul style="list-style-type: none"> • Repair service or replacement unit • Customer must provide proof of payment and provide the Product Serial Number • Customer must ship the defective unit back and Mawi will issue a replacement unit only once the defective unit is received by Mawi • Customer will be billed for the re-shipping cost + customs fees, if applicable

Limitation and disclaimer of warranties

MAWI'S PRODUCTS MUST BE STORED, HANDLED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE TERMS OF USE AND INSTRUCTIONS PROVIDED BY MAWI, AND THIS LIMITED WARRANTY IS CONDITIONED UPON COMPLIANCE WITH ALL SUCH INSTRUCTIONS.

Mawi does not warrant that the operation of the Product will be uninterrupted or error-free. Additionally, this Limited Warranty does not cover defects caused by:

- Accident, misuse, modification, abnormal use, abnormal conditions, unauthorised repair, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress;
- Scratches, dents and cosmetic damage, unless caused by Mawi;
- Equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible;
- Ordinary wear and tear;
- External causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse or improper use of any electrical source;
- Cellular signal reception or transmission, or viruses or other software problems introduced into the Product.

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF MAWI'S RESPONSIBILITIES AND YOUR EXCLUSIVE REMEDY REGARDING THE PRODUCTS. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MAWI IN CONNECTION WITH THESE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

MAWI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY MAWI DEVICES OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Limitation of remedies

IN NO EVENT SHALL MAWI BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES;

OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

Other Important Notices

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or based on applicable local laws. The rights provided to you under this Limited Warranty are provided in addition to all rights and remedies conveyed to you by consumer protection laws and do not affect your legal (statutory) rights under your applicable national law.

This Limited Warranty is offered subject to Mawi's Terms and Conditions, which may change from time to time. You can find the latest version on our website at:

<https://documents.mawi.band/mawivital/termsandconditions.pdf>

In the case of any inconsistencies between the Terms and Conditions and this Limited Warranty, this Limited Warranty will prevail.

This Limited Warranty does not apply to any mobile device or the cellular and/or other network or system on which the Product operates. Therefore, Mawi will not accept any responsibility under this Limited Warranty for the operation, availability, coverage, services or range of the cellular or other network or system.

Always completely follow safety, use, operation, and maintenance instructions for the Product or any other Mawi product as specified in the User Manual.

Resellers, agents or employees of Mawi are not authorised to make any modification, extension or addition to this Limited Warranty.