

## **Kinesis Keyboard Limited Warranty**

Kinesis Corporation (“Kinesis”) warrants to the original retail purchaser that this Kinesis keyboard (“Product”) is free from defects in materials and workmanship and will perform substantially in accordance with the Product documentation for two years from the date of purchase. This Warranty does not apply to any software or diskettes which might have been enclosed with the product, which are covered by a Kinesis License Agreement. If Product fails due to accident, abuse, inappropriate use, or normal wear, Kinesis shall have no responsibility under this Limited Warranty.

### **Purchaser’s Exclusive Remedies**

During the first TWO (2) years after the date of original purchase, the exclusive remedy for a defect in this Kinesis Product shall be, at Kinesis Corporation’s option, either repair or replacement of the product. If you suspect the Product is not working properly or if you have questions about the performance of the Product, contact Kinesis technical support. If you wish to return the Product to Kinesis for any reason, you must obtain from Kinesis an RMA number and instructions for returning the product. You are responsible for the cost of shipping the product to Kinesis. Within the United States and Canada, Kinesis will ship products repaired or replaced under warranty to you by ground at no charge. Repair parts and replacement Product will be either reconditioned or new.

### **Disclaimer of Other Warranties**

The warranty and remedies set forth above are exclusive and in lieu of all others, whether oral or written, express or implied. Kinesis specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. No Kinesis dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty. Kinesis does not warrant that the product will meet your requirements, or that operation of the product will be uninterrupted or error-free, or that all errors will be corrected.

### **Limitation of liability**

Kinesis is not responsible for special, incidental, or consequential damages resulting from any breach of warranty, or under other legal theory, including but not limited to lost profits, downtime, goodwill, damage to or replacement of equipment and/or property nor any costs of recovering, reprogramming, or reproducing any program or data stored in or used with Kinesis products.

Some states or countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and country to country.