

Terms and Conditions

North American Online Store

ATTENTION: If you purchased an Eve-branded product from an authorized reseller and not from the Eve Online Shop, your purchase is subject to the particular terms and conditions that accompanies the product purchase with that reseller. That terms and conditions may differ from the terms and conditions posted on this Site. If you purchase directly from the Eve Online Shop or an authorized Eve reseller, a one year warranty will apply. If you purchase from a reseller that is not an authorized Eve reseller, the warranty may not apply. If you purchased an Eve product from the Eve Online Shop, the following warranties and policies apply.

HARDWARE

I. Money-back Guarantee Policy

Returns

Should you not be completely satisfied with your online store purchase, you may return your purchase within 30 days from your invoice date.

Please note that in both instances, shipping costs are not refunded. To return your Eve-branded product, send an [email](#) (including your order number).

We will email you a Return Material Authorization (RMA) number and instructions. To receive a refund, the product must be returned to the Eve warehouse within 14 calendar days of the issuance of the RMA. No returns will be accepted without a Return Authorization (RMA) Number.

It is your responsibility to ship your return prepaid and insured for the full purchase price by a carrier that offers package tracking, such as United States Postal Service registered mail, United Parcel Service (UPS), or Federal Express.

The Money-back Guarantee is also contingent upon the products being returned 100% complete and in like-new condition. All products must be packed in the original, unmarked packaging including any accessories, manual and documentation that shipped with the product. We may reject the return, or deduct a fee of 15% of the invoice cost, associated with: missing parts, non original packaging, or misuse of the product. The 15% fee may be assessed on returns that are more than 30 days past the invoice date.

Exchanges

If you purchased the wrong product and would like to exchange it for another Eve product, the same regulations as under “Returns” apply. Price differences between the exchanged products will be assessed during the exchange and debited or credited accordingly.

Refunds or exchanges do not include original shipping and handling charges.

II. Dead On Arrival (DOA) Product

An Eve-branded hardware product is considered DOA if it shows symptoms of hardware failure, preventing basic operability, upon its first use out of the box. If you believe that your product is DOA, please contact [Eve Technical Support](#) within 10 calendar days of the invoice date.

If the product is deemed DOA by Eve Technical Support within 10 calendar days of the invoice date, you are eligible to receive a replacement unit. If the

product is deemed not DOA by Eve Technical Support or if the product is deemed DOA more than 10 calendar days after the invoice date, Eve's limited product warranty will apply (see section below on Defective Items Limited Warranty).

Shipping will be arranged at Eve's expense for all products determined by Eve Technical Support to be DOA. Eve reserves the right to test returned DOA product. If the condition of the product is misrepresented by the customer, Eve may impose a \$100 handling fee.

III. Defective Items Limited Warranty

Eve offers a one-year warranty on new products purchased online.

Refurbished units come with a 180-day warranty. The warranties are in effect from the invoice date. Software of any kind delivered with or as part of an Eve product is expressly provided "as is" unless specifically provided for otherwise in any software license accompanying the software. If any Eve product furnished by Eve which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, Eve, at its option, will:

- REPAIR the defect by means of hardware and/or software, using new or refurbished replacement parts; OR
- REPLACE the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product; OR
- REFUND the then-current value of the product.

If such product is defective, transportation charges for the return of the product to buyer within the USA will be paid by us. For all other locations, the warranty excludes all costs of shipping, customs clearance and other

related charges. Eve will have a reasonable time to replace or make repairs to the product. In no event will Eve be liable for any other costs associated with the replacement or repair of the product, including labor, installation or other costs incurred by buyer.

To request warranty service from Eve, [contact us](#) during the warranty period during the warranty period during normal business hours (Pacific Time), excluding holidays. Please provide: (1) your name, address, and telephone numbers; (2) model name and serial number of the product; (3) an explanation of the problem.

A replacement product or part assumes the remaining warranty of the original.

Eve does not sell warranty extensions or accept old hardware products in exchange for new hardware products at reduced prices.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE EVE PRODUCT.

Extent of Limited Warranty

Eve Systems does not warrant that Eve-branded products will be free from design defects or errors known as “errata.” Current characterized errata are available upon request. This limited warranty does not cover damages due to external causes, including accident, problems with electrical power, usage not in accordance with Eve-branded product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing.

Warranty Limitations and Exclusions

These warranties replace all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Eve makes no expressed warranties beyond those stated here. Eve disclaims all other warranties, expressed or implied including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions do not allow the exclusion of implied warranties so this limitation may not apply. All expressed and implied warranties are limited in duration to the limited warranty period. No warranties apply after that period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Limitations of Liability

Eve's responsibility under this, or any other warranty, implied or expressed, is limited to repair, replacement or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. Eve is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty under another legal theory including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming, or reproducing any program or data stored in or used with a system containing this Eve-branded product. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Dispute Resolution

This limited warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. Any and all disputes arising under or related to this limited warranty shall be adjudicated in the United States. The forum shall be in California USA, and the applicable law shall be that of the state of California, USA.

SOFTWARE

Your use of Eve software is on the terms of the license in effect for the software at the time of purchase. You will be asked to agree to the terms of the applicable license at the time that you install the software. Please be aware, however, that your purchase is subject to the particular license that accompanies the software and you must agree to the terms and conditions of that license when you install the software. That license may differ from the licenses you can review [here](#). Be certain to read the applicable license carefully before you install the software. You may return software after rejecting the licensing terms, provided the software is not installed on a computer.

A Note about purchasing from the Eve Online Store:

You must be 18 or older to purchase products on the Eve online store.