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14. With the exception of the limited 3-month warranty on our wearable and the Dead on Arrival (DOA) policy on our products as specified in section 15 below, Gyropalm makes no warranties of any kind, either expressed or implied, including but not limited to the warranties of merchantability, representation, suitability of its products and services for any particular purpose, of title, or of non-infringement of third party rights; nor does Gyropalm assume any liability whatsoever arising out of the application or use of any product.

#### **15. Dead on Arrival Policy (DOA) and Warranty Policy**

Any product of GyroPalm will be considered Dead on Arrival (DOA) if it is defective within the first 14 calendar days after the buyer has received the product(s) from GyroPalm, and we will remedy through repair or exchange in accordance with our policy outlined below unless the product(s) has been damaged by the buyer and/or the shipping company. After 14 Days, there will neither be exchange nor refund. A limited warranty of 3 months is provided by GyroPalm for the wearable (not the accessories), and only to the direct buyer. Only repair service can be provided, neither exchange nor refund.

This DOA policy and warranty policy do not cover defects caused by: a) negligence; b) improper maintenance; c) improper storage; d) misuse; e) installation not in accordance with GyroPalm's printed installation instructions; f) inability to use and/or install; g) abuse; h) impact or other force, whether prior or subsequent to installation; i) normal wear and tear; j) fire, lightening, hurricanes, tornadoes, or other extreme weather or other acts of God; k) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat or food; l) excessive electrical supply; m) abnormal mechanical or environmental conditions; n) application other than the intended use; o) unauthorized disassembly, repair or modification; p) service by unauthorized provider; q) installation of unapproved third party products.

Exchange replacement or repair is the sole and exclusive remedy for DOA. In no event shall GyroPalm be liable for any incidental, indirect or consequential damages, whether resulting from the purchase, use, misuse, inability to use or inability to install the product, defects in the product, or DOA.

GyroPalm will not provide refund, repair, or exchange service to the users if the goods were not purchased "directly" from us. Users should contact the retailer or where the goods were purchased for return/repair policy and refund information.

#### **16. Dispute Resolution**



This preorder will be construed and governed by the laws of the State of California in the United States of America. All disputes, if any, arising from the purchase agreement and/or our products must be resolved in accordance with California (USA) laws and in the United States of America.

Any controversy or claim arising out of or relating to the purchase agreement, or the breach thereof, and/or our products, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **17. Limitations of Liability**

In no event will GyroPalm or our directors, employees, or agents be liable to the buyer or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including but not limited to lost profit, lost revenue, loss of data, or other damages arising from your use of our products, even if we have been advised of the possibility of such damages, notwithstanding anything to the contrary contained herein. Our liability to any buyer for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by the buyer to us during the three-month period prior to any cause of action arising.

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