



IMPORTANT LIMITED LIABILITY AND LIMITED WARRANTY NOTICE

Effective for product sold by Torin Drive North America after October 15, 2023

Express Limited Warranty - What is Covered:

Torin Drive North America ("Torin Drive NA") expressly warrants that the products it sells to you will be free from defects in material and workmanship for a period of 60 months from the date of delivery subject to the terms stated herein.

Express Limited Warranty - What is Not Covered:

This express limited warranty does not cover defects, failures, or conditions in the products sold to you by Torin Drive NA that are due to normal wear and tear; abuse; misuse; misapplication; improper installation; improper modification/adjustment/repair; inadequate maintenance; failure to follow the use and safety instructions for the product; or any other contributing factors unrelated to the material and workmanship of Torin Drive NA.

No Other Express or Implied Warranty Applies:

This express limited warranty by Torin Drive NA is the sole and exclusive warranty given by Torin Drive NA and is in lieu of all other warranties or conditions, express or implied (statutory or otherwise), verbal or written. To the fullest extent allowed by applicable law, TORIN DRIVE NA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. No employee, agent, or representative of Torin Drive NA is authorized to expand, alter or modify the terms of this express limited warranty, to make any other warranty on behalf of Torin Drive NA, or to agree to any other remedy or to accept greater liability on behalf of Torin Drive NA.

Express Limited Warranty – Exclusive Remedy:

The exclusive remedy and sole obligation of Torin Drive NA under this express limited warranty will be to, at Torin Drive NA's option, provide the material for the repair or replacement of its products, or refund the price received by Torin Drive NA for the product. However, if after two (2) attempts at warranty repair or replacement, the warranted defect persists, you may elect to receive a refund of the price received by Torin Drive NA for the product. Torin Drive NA reserves the right to require products or parts to be returned, freight prepaid to Torin Drive NA for inspection and to charge an inspection and a repair or replacement fee if Torin Drive NA determines that the products or parts are not covered by this express limited warranty. Full cooperation (including the provision of pictures, video links and access) must be afforded to Torin Drive NA in connection with its efforts to confirm the validity of the express limited warranty claim and to remedy the claim. Replaced or repaired products by Torin Drive NA will be warranted for the remainder of the original warranty period. Torin Drive NA will not be liable for indirect, proximate, incidental, economic, or consequential damages relating in any way to the product issue, warranty claim or efforts by Torin Drive NA to repair or replace the products it sells. Specifically, without limitation, Torin Drive NA shall not be liable for property damage; loss of profits; labor costs; downtime; legal costs; or any other damages.

Express Limited Warranty - How to Redeem:

To obtain the benefit of Torin Drive NA's express limited warranty, you must submit a warranty claim to Torin Drive NA's Warranty Claim Department either by email at support.us@hyperion-solutions.com, or mail to Torin Drive NA, 4949 E. Raines Rd, Suite 101, Memphis, TN 38118 as soon as possible after a defect in the material or workmanship has been discovered. The warranty claim must include a detailed description of claimed defect and be received by Torin Drive NA during the warranty period. No disassembly, repair, reassembly or return is permitted without written authorization of Torin Drive NA. Any disassembly, repair, reassembly or return of the product except as authorized in writing by Torin Drive NA will void the warranty and void Torin Drive NA's responsibilities with respect to the product.

Torin Drive NA Disclaims All Indirect Damages:

With the exception of the express limited warranty and exclusive remedy set forth above, to the fullest extent allowed by applicable law, Torin Drive NA disclaims, and shall not be liable for any indirect, proximate, incidental, economic, or consequential damages relating to or arising in connection with the products, including, without limitation, relating to the installation, use, maintenance, and operation of the products. Without limiting the generality of the foregoing, Torin Drive NA will not be liable for property damage; loss of profits; labor costs; downtime; legal costs; or any other damages that arise from or relate in any way to the installation, use, maintenance, and operation of the products or other property. This disclaimer and exclusion of indirect damages applies even if the express limited warranty or remedy fails of its essential purpose.

Torin Drive NA's liability shall be limited to the terms of this express limited warranty and in no case will Torin Drive NA be liable for any amount in excess of the purchase price received by Torin Drive NA for the specific product at issue. Torin Drive NA's limitation of liability also applies to any pre-sale consulting with you (including any preliminary technical data consultations or reports); any post-sale consulting with you; and any effort by Torin Drive NA to repair or replace the products it sells. With the exception of the express limited warranty and exclusive remedy described above, you assume all risks associated with the products that Torin Drive NA sells and are responsible to indemnify Torin Drive NA for all claims, costs and damages (including reasonable attorneys' fees) incurred by Torin Drive NA relating to the Torin Drive NA products you purchase in excess of the obligations of Torin Drive NA set forth in this Limited Liability and Limited Warranty Notice. In the event that any provision(s) herein are not permitted under applicable law, then such provision(s) are severable and all other provisions shall remain in full force and effect to the fullest extent permitted under applicable law.