

Terms and Conditions

Hardware Products Terms and Conditions

Please read this Hardware Terms and Conditions of Sale (the "Sale Agreement") before using the Crytiq ©, its affiliates, subsidiaries, or licensors (hereinafter "Crytiq") hardware products (hereinafter "Hardware"). By finalizing your purchase order, you, as the purchaser of the Hardware from Crytiq ("you" or "Customer") agree to the terms of this Sale Agreement, and, if applicable, you also agree to bind to the terms of this Sale Agreement any end user ("End User") on whose behalf you are making this purchase for (Customer and Crytiq are hereafter referred to individually as "Party" and together as "Parties"). If you and/or the End User, as the case may be, disagree with these terms and conditions, do not finalize your order, or if the order has been placed, return the Hardware immediately upon receipt without using it.

- **Payment; Purchase Price and Associated Charges.** Payment must be made at the time of order unless otherwise agreed to by the Parties. Customer will pay the total purchase price plus shipping and handling, if any, as specified on the emailed invoice. Customer is also responsible for all taxes related to this purchase and to the import of the Hardware, if applicable, to include but not limited to any and all sales taxes, value-added taxes, import taxes/customs/duties and any other similar taxes imposed by any governmental entity. Moreover, Customer bears the responsibility to report purchases and/or imports as required by local law at their business location and/or at location where the Hardware is delivered by Crytiq. Necessary time required for Crytiq personnel to install and configure Hardware will be notified to the Customer, and the customer should oblige to give necessary time/wait for the specified period of time.
- **Title; Risk of Loss.** Title to the Hardware passes to Customer when the Hardware is paid for in full. However, Crytiq bears all responsibility for loss of or damage to the Hardware during initial shipment after purchase and until Hardware is received by Customer, unless Customer selects its own mode of shipping. In repair cases, risk of loss is borne by Customer for return of the Hardware, but by Crytiq following repair and upon return to Customer.

- **Limited Warranties.** Crytiq warrants the Hardware against defects in materials and workmanship under normal use (the “Warranty”) for a period of twelve (12) months from the Delivery Date (the “Warranty Period”), on the condition that the Hardware has been completely paid for. An extended warranty may be purchased and will be governed by the Hardware Extended Warranty. Unless as otherwise mandated by local law, the Warranty Period does not restart if Customer receives a replacement appliance and/or replacement software during the RMA(Return Merchandise Authorization) process.

Crytiq disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or against hidden or latent defects. Crytiq's responsibility for warranty claims is limited to repair or replacement. Crytiq reserves the right to modify this Warranty at any time, at its sole discretion, and with notice to Customer.

Crytiq does not warrant that the Hardware or any networks or systems protected by the Hardware will be free from vulnerability, intrusion, attack, or other damage. Crytiq does not warrant that the operation of the Hardware will be uninterrupted or error-free. Crytiq is not responsible for damage arising from failure to follow instructions relating to the Hardware's use. This Warranty does not apply:

(a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship;

(b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;

(c) to damage caused by accident, abuse, misuse, neglect or failure to properly maintain (to include but not limited to water damage and/or condensation or improper temperatures during storage), or improper installation(If Customer/End User installs the hardware);

(d) to damage caused by electrical disturbances or acts of God, to include but not limited to civil disturbance, war, flood, fire, rodents or insects;

(e) where manufacturer's serial numbers have been removed from the Hardware; and

(f) to damage caused during shipment (due to Customer's improper packaging) from Customer to Crytiq in the case of Hardware returns for repair.

This Warranty is voided immediately if repair, modification (to include upgrades, expansions or usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by Crytiq. In this regard, the integrity of the appliance casing (aka the box) should not be violated for any reason, unless expressly authorized by Crytiq in writing.

- **Technical Support.** Crytiq will provide technical support to Customer in accordance with the then-current support policy in effect and in accordance with the Warranty provided in section below, unless full payment for the purchase of the Hardware is not received. Crytiq will respond to Customer support problems by phone or by email inquiry (support@crytiq.co). If a support problem cannot be rectified via phone or email, Customer will be provided with return instructions (see the "Repair" section above Support) services will be generally be provided in the following languages: English, Hindi, Telugu, Tamil and Kannada.

Customer agrees and understands that it may be necessary for Crytiq to collect, process and use Customer data to perform the support and repair obligations identified herein. This may include the necessity to transfer data to affiliate third parties that are contracted with Crytiq to assist in meeting these obligations. In doing so, Crytiq will (i) protect and keep confidential such information, (ii) not use such information for reasons other those discussed above, and (iii) not sell, distribute or pass on such information to any third party.

- **Repair.** The Customer taking delivery of the Hardware from Crytiq (either the Crytiq reseller or distributor, or the end user customer, as the case may be) should carefully inspect the Hardware upon its delivery. Such Customer should maintain all original packaging upon receiving the Hardware until the Hardware has been installed and is found to be in proper working order.

If the Hardware arrives to such Customer damaged or defective at initial delivery (the date of arrival is referred to herein as the "Delivery Date"), such Customer must notify Crytiq Technical Support

(support@crytiq.co) within thirty (30) days from the Delivery Date of the condition of the Hardware and obtain return instructions if needed. Hardware must then be returned immediately to Crytiq for repair or replacement at Crytiq's discretion. Crytiq will then arrange for delivery of temporary or permanent replacement Hardware. Such Customer is responsible for properly packing the return shipment of the Hardware. Crytiq will arrange for shipping and insurance.

If such Customer fails to notify Crytiq within thirty (30) days of the Delivery Date, (i) the Refund Policy below will not apply, (ii) Customer will bear the cost of returning the Hardware for repair, and (iii) damaged Hardware will not be accepted.

If during the Warranty Period (as described above) but following the initial thirty (30) day period the Hardware is not working properly, Customer must contact Crytiq Technical Support to confirm the problem and obtain return instructions if needed. Customer will pay shipping and insurance costs when returning the Hardware for repair.

If the Hardware is returned for repair or replacement at any time following purchase by Customer and Crytiq discovers that the Warranty is inapplicable due to the reasons provided above (see the "Limited Warranties" section hereof), the Hardware will not be repaired and will be returned to Customer at Customer's expense, unless Customer authorizes and pays for repair. Whether Customer authorizes repair or not, Crytiq reserves the right to charge a "No Fault Found" fee where the Hardware is found not to be defective due to any fault of Crytiq.

Any Crytiq reseller or distributor involved in the purchase of the Hardware is not authorized to make any modification, extension, or addition to the Limited Warranties provided by Crytiq herein, although any such reseller or distributor may provide its own warranty in addition to the warranty coverage provided by Crytiq.

- **Refund Policy and Product Return.** On a case-by-case basis, Crytiq reserves the right to authorize no refunds of any Hardware purchase. In such cases where a refund is approved, End User will return the Hardware to the Crytiq distributor or reseller which ordered the product or directly to Crytiq if the End User made such order itself.

If the Hardware was ordered by a distributor or reseller, such distributor or reseller will coordinate with Crytiq for the return of the Hardware. In either case, Customer is responsible for shipping and insurance charges and any damage to the Hardware which takes place en route to Crytiq. Crytiq reserves the right to charge a nominal re-stock fee for any such returns.

- **Limitation of Liability.** Crytiq is not liable under any other agreement between End User and a Crytiq reseller or distributor for the provision of support (to include but not limited to an extended warranty or any support, service or repair agreement).

If found to have breached this Sale Agreement, Crytiq is not liable for any amount above the aggregate rupee amount paid by Customer for the purchase of the Hardware under this Sale Agreement. Except as provided in the Warranty and to the extent permitted by law, Crytiq is not responsible for indirect, special, incidental or consequential damages resulting from any breach of this Sale Agreement, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data or software programs; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming, or reproducing any program or data stored or used with the Hardware and any failure to maintain the confidentiality of data stored on the product. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and gross negligent acts and/or omissions.

- **Not For Resale.** The Hardware may not be purchased for resale purposes by Customer unless Customer is a legal and authorized reseller of Crytiq products.
- **High Risk Uses.** Customer will not knowingly purchase the Hardware for usage in connection with any high risk or strict liability activity (including, without limitation, air travel, space travel, fire fighting, police operations, power plant operations or power generation applications, military operations, rescue operations, hospital and medical operations

or the like) whereby such usage could cause or contribute to damage to property or injury to people.

- **Hardware Disposal/Recycling.** Crytiq will recycle the Hardware following its use, upon request. Accordingly, End User may arrange for the recycling the Hardware through the Crytiq distributor or reseller which made the Hardware sale. Any disposal or recycling of the Hardware must be done in accordance with local government directives.
- **Export.** Customer must comply with all export laws and restrictions and regulations of the Ministry of Commerce and Industry (India), and (ii) of the country or countries in which Customer resides, is doing business in, is exporting to or alike. Furthermore, Customer will not export, or allow the export or re-export of the Hardware in violation of any such restrictions, laws or regulations. Additionally, Customer agrees to comply with the above and represents and warrants that it is not located in, under the control of, nor a resident of any restricted country.
- **Entire Agreement.** This Sale Agreement constitutes the entire understanding of the Parties as to the subject matter hereof and supersedes all prior offers, agreements, arrangements, negotiations and understanding, written or oral between the parties relating to that subject matter.
- **Severability; Assignment.** If any provision of this Sale Agreement is held to be unenforceable for any reason, the legality or enforceability of the remaining terms shall not be affected or impaired. The failure of Crytiq to act with respect to a breach of this Sale Agreement by Customer or others does not constitute a waiver and shall not limit Crytiq's rights with respect to such breach or any subsequent breaches. Crytiq expressly reserves the right to assign this Sale Agreement and to delegate any of its obligations hereunder. Customer may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) this Sale Agreement or any of Customer rights or obligations hereunder without the prior written consent of Crytiq. Crytiq may assign the provision of repair services to third parties.
- **Governing Law; Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Sale Agreement or to a breach thereof,

including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted in English and in accordance with the then-current Rules of Arbitration of the Indian Council of arbitration, which shall administer such arbitration. For the purposes of this arbitration, this Sale Agreement shall be governed by and construed under Indian law. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing Party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction.

Notwithstanding anything contained in this Section, either Party has the right to institute judicial proceedings against the other Party or anyone acting by, through or under such other Party in order to enforce the instituting Party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

Any non-English language translation of this Hardware Sale Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Sale Agreement shall govern

Last Updated: March 14, 2019