

## Airgain, Inc. Customer Satisfaction Policy and Limited Warranty

At Airgain, we believe when you purchase one of our products, you should also receive the support you need to ensure it performs as designed. Like our products, Airgain customer service is designed to exceed expectations. When you contact us with questions about orders or new products, you get the support you need from wireless experts – support that originates from our offices in San Diego, California, Scottsdale, Arizona, and Plymouth, Minnesota and is backed by our global network of distribution and reseller partners.

Our warranty makes it even easier to choose Airgain. Airgain products are warranted for a period of either one or five years from the date of original purchase.

### **Airgain's Customer Satisfaction Policy**

Airgain will repair or replace at no charge any Airgain product that fails in normal use within the warranty period stated below. You must return the product to the dealer or distributor where you bought it. Product failures due to acts of God including without limitation, lightning, flooding, are not covered by this warranty. This commitment to repair or replace is our sole and total warranty.

*Warning: Due to potential for injury and damage to the product that may not be covered by warranty, Airgain recommends that any service or repair of the unit be performed by Airgain or its authorized service representatives.*

Please contact the authorized distributor for support and warranty service. Airgain provides support directly to end-users after referral from authorized distributors.

### **Limited Warranty**

Airgain will not, under any circumstances, be liable for incidental, special or consequential damages, no matter how they occur.

Airgain, Inc. (Airgain) warrants that the products covered by this limited warranty statement are free from any defect in materials or workmanship. This warranty only extends to the original purchaser (or first purchaser in the case of resale by an authorized distributor or reseller) and is not transferable (some laws or regulations

do not allow restriction of warranty coverage to the original buyer, so this restriction may not apply to you).

If you purchased your Airgain product as part of another product, this warranty in no way replaces or is an extension of the warranty of the manufacturer of that product, which warranty is the sole responsibility of that product's manufacturer.

## ***I. How long does Airgain's warranty last?***

The warranty period for a product is valid for:

- **Five (5) years including the following product lines** that, in each case, are (i) ordered from Airgain after January 18<sup>th</sup>, 2022, AND (ii) shipped from Airgain on or after February 14<sup>th</sup>, 2022, and
  - o RECON13™ 5G
  - o RECON5™ 5G
  - o CENTURION™ 4G
  - o CENTURION™ 5G
  - o MULTIMAX™ 4G
  - o MULTIMAX™ 5G
  - o ULTRAMAX™ B
  - o M2MAX®
  - o OMNIMAX®
  - o OPTOMX®
  - o ULTRAMAX™ Glass 4G
  - o ULTRAMAX™ Glass 5G
  - o LUMOS™
- **One (1) year for all other Airgain products,**

in each case, from the date of original purchase unless applicable law or regulation requires a longer period, and in that event, then only for such longer period of time as required by such applicable law or regulation.

Extended warranties may be offered for specific products. Please refer to the specific product web page, as applicable, for extended warranty details.

## ***II. What will Airgain do?***

Airgain will, at Airgain's sole option, repair or replace the defective unit. Provided; however, if, in its opinion, Airgain cannot repair or replace the defective unit on commercially reasonable terms Airgain may choose at its sole option to refund to you the purchase price.

### **III. What does the warranty not cover?**

Airgain's limited warranty does not apply to any of the following:

1. Products that at buyer's request are delivered without complete encapsulation, testing, or are otherwise not finished are specifically excluded from warranty hereunder.
2. Prototypes or Pre-Commercial. Prototypes or pre-commercial products are sold or provided to the customer "AS IS".
3. Consumable items such as adhesive pads.
4. Normal wear and tear (including aesthetic changes in the product's appearance over time).
5. Damage resulting from liquid due to incorrect installation, or physical damage.
6. That the product's operation will meet the original purchaser's requirements or be error free.
7. Accident, disaster, or event of force majeure.
8. Damage determined by Airgain to be caused by improper storage and handling, repair, service, or has been incorrectly installed, and/or installed or maintained according to the user and installation guides of the product.
9. Products not installed or serviced by Airgain or Airgain's authorized service representatives/installers, or when the product is not installed per Airgain's installation instructions and guidelines.
10. Fault or negligence of the buyer, including without limitation failure to follow Airgain's installation, use, or maintenance instructions other than as described in their specifications, or otherwise in a manner for which they were not designed.
11. Labor required to install, remove, re-fit, replace, or re-adjust the product.
12. Damage from causes determined by Airgain to be external to the product such as, but not limited to, power failure, electrical power surges, impact, abuse, mishandling of the product, or use of the

products with equipment or software not supplied by or approved for use by Airgain.

#### **IV. How to claim warranty service?**

Claims under this warranty must be made during the applicable warranty period through an authorized Airgain distributor or reseller. The warranty claim must include details of the defect and the original, dated invoice or receipt.

The distributor requesting a warranty claim should contact Airgain customer service to obtain a warranty return material authorization (RMA). The distributor will then need to return the product to Airgain together with satisfactory proof of the date of purchase.

If Airgain's examination does not disclose a defect in material or workmanship on a product claimed to be defective, you agree to pay Airgain's established charges for unpacking, testing, and re-packing the product for reshipment. If Airgain provides repair services or replacement parts that are not covered by warranty hereunder, you agree to pay Airgain for such services or parts at Airgain's then prevailing time and materials rates.

#### **Other**

Airgain reserves the right to review the terms of the limited warranties without notice, and such revision shall become effective as of the effective date indicated on the revised warranty statement available from Airgain's website.

Airgain warrants that software (including firmware) will materially conform to its published specification for a period of ninety (90) days after the date of original purchase. Airgain does not warrant that the software or any portion thereof is error free. Airgain will have no warranty obligation with respect to damaged products or products subjected to abuse, misuse, negligence, modification or accident. If any software or firmware incorporated in any product fails to conform to the foregoing warranty, Airgain shall from time to time, at Airgain's sole discretion, provide a bug fix or software patch correcting such non-conformance within a reasonable period after Airgain receives from you (or the authorized distributor or retailer) (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit Airgain to create such bug fix or software patch. Products may need to have the most current version of software or firmware to update successfully. If you do not subscribe to Airgain's AC-Cloud, N-Link or other service for the wireless remote updating of software and firmware, then you will be responsible for manually updating your software products to the most current version of software and firmware and for all

other manual updating (as applicable). YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY FOR ANY NECESSARY MANUAL UPDATING OF PRODUCTS, SOFTWARE, AND FIRMWARE. AIRGAIN IS NOT RESPONSIBLE FOR ANY LOSS OF SECURITY CAUSED OR CONTRIBUTED TO BY YOUR FAILURE TO PROPERLY CONFIGURE THE PRODUCTS OR INSTALL SOFTWARE AND FIRMWARE SECURITY UPDATES. THIS IS A CONDITION OF PRODUCT SALE BY AIRGAIN.

THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO AIRGAIN'S PRODUCTS AND IS GIVEN IN LIEU OF ANY OTHER WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. AIRGAIN LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED SOLELY TO THOSE LIABILITIES SET FORTH HEREIN. IN THE EVENT THAT ANY PROVISION OF THIS LIMITED WARRANTY, OR PORTION THEREOF, SHOULD BE OR BECOME INVALID OR UNENFORCEABLE UNDER APPLICABLE LAW, THAT PROVISION SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE SO AS TO AFFECT THE INTENT OF THE WARRANTY, AND THE REMAINDER OF THIS WARRANTY SHALL CONTINUE IN FULL FORCE AND EFFECT. AIRGAIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL AIRGAIN BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

IN ADDITION TO THE WARRANTIES DISCLAIMED ABOVE, AIRGAIN SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESSED, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, SERIOUS PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE APPLICATIONS.