

Helix Warranty Policy

EMERGE TECHNOLOGIES, INC. ("Emerge"), owner of the Helix brand, warrants to the original end user customer of its products specified below that its products are free from Material Defects as defined herein. Subject to the conditions and limitations set forth below, Emerge will, at its option, either repair or replace any part of its products that prove materially defective by reason of improper workmanship or materials. Material Defects are herein defined as non-cosmetic defects in a product's materials and workmanship which cause a malfunction in the product during proper use. Repaired parts or replacement products will be provided by Emerge on an exchange basis, and will be either new or refurbished to be functionally equivalent to new. If Emerge is unable to repair or replace the product, Emerge will, at its option, refund or credit the current value of the product at the time the warranty claim is made or substitute an equivalent product.

Notwithstanding any other provision contained herein, this limited warranty does not cover any damage to a product that results from improper installation, accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This limited warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as secondhand or has been resold contrary to the US export regulations. This limited warranty covers only repair, replacement, refund or credit for materially defective products that are manufactured by Emerge, as provided above. Emerge is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing Emerge products. This warranty excludes third party software, connected equipment or stored data. In the event of a claim, Emerge's sole obligation shall be replacement of the hardware; under no circumstances will Emerge be liable in any way for damages, including

any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, such product.

Duration of Warranty:

The duration of the warranty is indicated on the product packaging. Certain Helix products specify a warranty of either one year from the time of purchase or a "Lifetime Warranty." The Lifetime Warranty lasts during the serviceable life of the product, which is the period during which all product components are available.

Product Repair or Replacement:

If you believe that your product meets the criteria for warranty replacement, please contact Emerge Technologies at:

877-499-6072

Support@HelixAccessories.com

955 Freeport Parkway, Suite 100, Coppell, TX 75019

(Please be prepared to provide proof of purchase.)

This limited warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product. This limited warranty is nontransferable.

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHERS INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND EXCLUDES ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you. This warranty gives you specific legal rights that may vary from state to state.