

## **Menusifu Hardware Limited Warranty and Return Policy**

### **1. Limited Product Warranty**

Menusifu offers a limited warranty (“Limited Warranty”), for a period of one year from the date of the purchase, to cover substantial defects in materials and workmanship in the hardware products purchased by Customers directly from Menusifu and installed by Menusifu (“Hardware”), excluding any products Menusifu purchased at Customers’ request. It is Menusifu’s sole discretion to refund, repair or replace Hardware with substantially same or similar models. Menusifu has no obligation to repair, replace or refund the price of Hardware to Customers for any Hardware that, in its sole discretion, has been subject to misuse, abuse, or damages from mishandling, accident, loss, theft, disaster, manufacturing defects not attributable to Menusifu, or servicing by unauthorized persons.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITED PRODUCT WARRANTY SET FORTH HEREIN CONTAINS THE SOLE PRODUCT WARRANTY OBLIGATIONS OF MENUSIFU, AND CUSTOMERS’ SOLE AND EXCLUSIVE REMEDIES UNDER ANY THEORY OF RECOVERY, FOR ANY WARRANTY CLAIM WITH RESPECT TO HARDWARES, OR THEIR FAILURE TO PERFORM. MENUSIFU DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **2. Limitations and Exclusion of Liability**

OTHER THAN REFUND OF MONIES AS PROVIDED HEREIN, IN NO EVENT SHALL MENUSIFU BE RESPONSIBLE FOR ANY LIABILITY WITH RESPECT TO HARDWARE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, LOSS OF TIME, OR OTHER INCIDENTAL/INDIRECT CONSEQUENTIAL LOSSES OF ANY KIND INCURRED BY CUSTOMERS OR ANY THIRD PARTY IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF HARDWARE, EVEN IF MENUSIFU HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. MENUSIFU’S ENTIRE AND AGGREGATE LIABILITY FOR ALL CLAIMS MADE BY CUSTOMERS, WHETHER FOR PRODUCT WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF HARDWARE CUSTOMERS PAID TO AND RECEIVED BY MENUSIFU.

### **3. Return Policy**

3.1 Return Period. Customers can request refund for the purchased Hardware within thirty (30) calendar days upon their receipt of Hardware (the “Returning Period”). Refund request received by Menusifu after the expiration of the Returning Period are not acceptable. Full refund is available for any Hardware with defects. Refund request without defects in Hardware is subject to charges of labor and handling cost incurred by Menusifu, which shall be directly deducted from the refund to Customers.

3.2 Return Shipment. All returned product must be shipped to Menusifu with the original or similar packaging including the documentation and accessories to the address designated by Menusifu Support so as to ensure safe and secure transportation. Hardware to be returned must be with the relevant Return Material Authorization number marked on each packaging, which can be obtained by contacting Menusifu Support at 888-809-8867. Menusifu shall not be liable for any lost or damaged returns. Menusifu reserves the right to refuse any returns not meeting the above requirements.