

TERMS AND CONDITIONS

These policies and warranty apply to the HeatMeter provided by Yshape, Inc ("Yshape")

30 DAY RETURN POLICY: PHYSICAL PRODUCT

If you are not satisfied with your purchase of the Physical Product, Yshape's return policy allows you to return the Product purchased by you directly from Yshape after obtaining a Yshape return material authorization ("RMA") during the 30 day period following date of shipment by Yshape. If the Product is returned unused, undamaged, in its original condition, and in the original packaging in accordance with this policy, we will exchange it or offer a refund of the purchase price paid, which refund will be made by crediting the account used to make the original purchase. An RMA number and instructions may be obtained by contacting info@yshape.com. The Product must be postmarked within 10 days after issuance of the RMA. All Products must be packed in the original, unopened and unmarked packaging including any accessories and documentation that shipped with the Product. A 15% restocking fee will be assessed on any opened hardware or accessory, and damage and missing part restocking fees may apply. The RMA number must be included with the returned Product.

Shipping and handling charges, gift-wrap fees, and taxes paid (e.g., state, customs, VAT) are not refundable. You are responsible for and must prepay all shipping charges and you shall assume all risk of loss or damage to the Product while in transit to Yshape. If you return Product to Yshape (a) without an RMA from Yshape, (b) beyond the 10 day RMA issuance period, or (c) without proper packaging, Yshape retains the right to either refuse delivery of such return or charge you an additional fee. The time to credit your account may vary, depending on processing time. Please allow a minimum of 4 weeks for Yshape to credit the account used to make the original purchase.

60 DAY LIMITED WARRANTY

Yshape warrants the Physical Product, and only the Physical Product, against defects in materials and workmanship under normal use for a period of SIXTY (60) DAYS from the date of retail purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Yshape within the Warranty Period, at its option and to the extent permitted by law, Yshape will

either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) exchange the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. This Limited Warranty is valid only in the United States for Products sold in the United States.

A replacement Product or part assumes the remaining warranty of the original Product or sixty (60) days from the date of replacement or repair, whichever is longer.

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Yshape's property. Parts provided by Yshape in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Instructions to Obtain Warranty Service: To obtain warranty service, you must obtain an RMA number and instructions by contacting info@yshape.com and deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Yshape. In accordance with applicable law, Yshape may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Yshape will not be responsible for any such damage or loss.

Exclusions and Limitations. This Limited Warranty applies only to the Product manufactured by or for Yshape that can be identified by the "Yshape" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) Yshape products and services other than the Product, (b) non-Yshape hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of your rights with respect to its use.

Yshape does not warrant that the operation of the Product will be uninterrupted or error-free. Yshape is not responsible for damage arising from failure to follow instructions relating to the Product's use.

This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Yshape or if the Product is inserted or installed in a casing not provided by Yshape. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Yshape products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by Yshape or with improper voltage or power supply; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Yshape. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

This Limited Warranty does not cover the cost of returning the Product to Yshape; this is your responsibility.

No Yshape reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

Limitation of Damages. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YSHAPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Consumer Protection. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state to state.

Governing Law and Arbitration. This Limited Warranty shall be governed by the laws of the State of New Hampshire without giving effect to any conflict of laws principles that may provide the application of the law of

another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within Hillsborough County, New Hampshire and the federal courts in the District of New Hampshire for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes.

Notwithstanding the foregoing, Yshape may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.