# LIMITED WARRANTY STATEMENT

# 1. Warranties.

**1.1** Arduino LLC warrants that its products will conform to the Specifications. If the board is bought outside the EU this warranty lasts for one (1) year from the date of the sale. If the board is bought in the EU this warranty lasts for two (2) years from the date of the sale.

Arduino LLC shall not be liable for any defects that are caused by neglect, misuse or mistreatment by the Customer, including improper installation or testing, or for any products that have been altered or modified in any way by the Customer. Moreover, Arduino LLC shall not be liable for any defects that result from the Customer's design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent Arduino LLC deems necessary.

**1.2** If any Arduino LLC product fails to conform to the warranty set forth above, Arduino LLC's sole liability shall be to replace such products. Arduino LLC's liability shall be limited to products that are determined by Arduino LLC not to conform to such warranty. If Arduino LLC elects to replace such products, Arduino LLC shall be given a reasonable time to provide replacements. Replaced products shall be warranted for a new full warranty period.

**1.3** THIS LIMITED WARRANTY IS THE END-USER'S SOLE AND EXCLUSIVE REMEDY AGAINST ARDUINO WHERE PERMITTED BY LAW. AND SUBJECT TO SECTION (3). EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". ARDUINO LLC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.4 The Customer agrees that prior to using any systems that include Arduino LLC products, the Customer will test such systems and the functionality of the products as used in such systems. Arduino LLC may provide technical, applications or design advice, quality characterization, reliability data or other services. The Customer acknowledges and agrees that providing these services shall not expand or otherwise alter Arduino LLC's warranties, as set forth above, and that no additional obligations or liabilities shall arise from Arduino LLC providing such services.

**1.5** Arduino LLC products are not authorized for use in safety-critical applications where a failure of the Arduino LLC product would reasonably be expected to cause severe personal injury or death. Safety-critical applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear facilities and weapons systems. Arduino LLC products are neither designed nor intended for use in military or aerospace applications or environments, nor for automotive applications or the automotive environment. The Customer acknowledges and agrees that any such use of Arduino LLC products is solely at the Customer's risk, and that the Customer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

**1.6** The Customer acknowledges and agrees that the Customer is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning the products and any use of Arduino LLC products in the Customer's applications, notwith- standing any applications-related information or support that may be provided by Arduino LLC.

## 2. Consequential Damages Waiver.

In no event shall Arduino LLC be liable to the Customer or any third parties for any special, collateral, indirect, punitive, incidental, consequential or exemplary damages in connection with or arising out of the products provided hereunder, regardless of whether Arduino LLC has been advised of the possibility of such damages. This section will survive the termination of the warranty period.

#### 3. Changes to Specifications.

Arduino LLC may make changes to specifications and product descriptions at any time, without notice. The Customer must not rely on the absence or characteristics of any features or instructions marked "reserved" or "undefined". Arduino LLC reserves these for future definition and shall have no responsibility whatsoever for conflicts or incompatibilities arising from future changes to them. The product information on the Web Site or Materials is subject to change without notice. Do not finalize a design with this information.

### 4. Statutory laws. \*

(i) some countries, regions, states or provinces do not allow the exclusion or limitation of remedies or of incidental, punitive, or consequential damages, or the applicable time periods, so the above limitations or exclusions may not apply.
(ii) except to the extent lawfully permitted, this limited warranty does not exclude, restrict or modify statutory rights applicable to where the product is sold but, rather, is in addition to these rights.

(\*) European Consumer Centres provide information on EU-wide consumer laws as well as consumer laws for specific countries: http://ec.europa.eu/consumers/ecc/contact\_en.htm

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.