

NOVA PRO-TEKTOR Premium Limited Warranty and NOVA PRO-TEKTOR Limited Warranty Packages

Terms and Conditions

Teknatool USA, Inc. d/b/a NOVA proudly welcomes you to the Extended Warranty Program! Congratulations on adding the NOVA PRO-TEKTOR Premium Limited Warranty Package or the NOVA PRO-TEKTOR Limited Warranty Package to your purchase. With this add-on you have purchased protection that goes above and beyond standard warranties and you can rest assured that either plan will give you peace of mind.

This document contains the Terms and Conditions of your plan, including what is covered, what is not, how to contact us, and how to file a claim.

Definitions?

The following terms used herein shall be defined as follows:

"You" shall mean the purchaser of either the Nova PRO-TEKTOR Premium Limited Warranty Plan or the NOVA PRO-TEKTOR Limited Warranty Plan.

The term "plan" or "Plan" may occasionally be used herein and shall mean the limited warranty you purchased as indicated on your sales receipt. "Plan Coverage Period" shall mean the duration of the limited warranty plan you purchased as indicated on Your sales receipt.

"us" or "we" shall mean Teknatool USA, Inc. d/b/a NOVA

What products are eligible for this plan?

The two warranties described herein are intended for NOVA Products that are powered by Striatech's Intuitive Switched Reluctance Drive System. This includes the following Machines:

NOVA Viking (both benchtop and floor model)

NOVA Voyager

NOVA Orion

NOVA Nebula

NOVA Galaxi

When does my Plan Coverage Period Begin and End?

For all plans, the Plan Coverage Period continues for the length of time purchased by you as indicated on your sales receipt. Please note that your warranty needs to be registered upon purchase on www.teknatool.com.

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If you have purchased the **NOVA PRO-TEKTOR Premium** Limited Warranty Plan you have made the ultimate move to protect your machine's motor and electronics. The NOVA PRO-TEKTOR Premium extends the warranty on the drive system from the standard 2 years by 8 years on the covered motor parts (a total of 10 years from date of purchase) and by 3 years on covered electronic components (a total of 5 years from date of purchase).

If you have purchased the **NOVA PRO-TEKTOR Limited Warranty Plan, it** extends the warranty of your machine's covered motor parts from 2 years by 4 years (a total of 6 years from date of purchase) and by 1 year on covered electronic components (a total of 3 years from date of purchase).

What is covered under my plan?

All NOVA DVR machines are covered under a standard Five-Year Limited Warranty from purchase. This limited warranty covers the machine itself and not the motor and electronics, which are only covered by a standard Two-Year Limited Warranty.

With the purchase of either the **NOVA PRO-TEKTOR Premium** or the **NOVA PRO-TEKTOR Plan** the NOVA customer elects to extend the warranty on the motor by 8 years under the NOVA PRO-TEKTOR Premium Limited Warranty Plan or 4 years under the NOVA PRO-TEKTOR Limited Warranty Plan. The protection of delicate electronic parts is extended by 3 years under the NOVA PRO-TEKTOR Premium Limited Warranty Plan, or 1 year under the NOVA PRO-TEKTOR Limited Warranty Plan.

Depending on the product the parts that are covered under both plans may slightly differ but generally include the Motor Rotor and Rotor Stator for motor parts, and the Main Control Board, Interface Circuit Board, Display, Optical Sensor and the Main Power Switch for both the NOVA PRO-TEKTOR Premium and NOVA PRO-TEKTOR Plans. The NOVA PRO-TEKTOR Premium Limited Warranty Plan also includes warranty coverage for the HMI keypad, emergency stop switch, and the speed control knob, and other items which are not covered by the NOVA PRO-TEKTOR Limited Warranty Plan.

What other Benefits does my Plan offer?

Under the NOVA PRO-TEKTOR Premium Limited Warranty Plan, in the event a claim is covered by the NOVA PRO-TEKTOR Premium Limited Warranty Plan and we determine a replacement is necessary but the machine has reached its end of life within the NOVA assortment and can no longer be replaced, the customer will be issued a full refund of your warranty. NOVA will also grant a 20% discount on a new NOVA machine should the old one be no longer in production.

What are my obligations?

To register your warranty including your extended warranty package within 6 months of product purchase at www.teknatool.com.

To keep your Plan in force, you must maintain the Product(s) in accordance with the service requirements and manufacturer's specifications in your owner's manual. You promise and assure: (1) full cooperation with the Plan Administrator, technicians, and authorized service providers during diagnosis and repair of the

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Product(s), including access to proper connections and requirements as specified by NOVA; (2) accessibility to the Product(s); (3) that You will provide the Plan Administrator with notice of any defect or deficiency in service within ninety (90) days of discovery; (4) that You will protect the Product(s) from any further damage; and (5) that You will follow the Product owner's manual.

How do I file a claim under a NOVA Extended Warranty Plan?

It is essential that upon purchase the customer registers his warranty online with Teknatool USA Inc via www.teknatool.com in order to be in the system should a claim occur. If a machine displays a defect the customer should notify NOVA within (90) days of discovery via e-mail service@teknatool.com or directly call NOVA's authorized customer service center at USA: 1-866-748-3025. The Service Agent will verify the purchase and required repair or replacement and will initiate the product return to an authorized customer service center.

What is the repair/replacement process?

Upon verification of the defect via NOVA or NOVA's authorized Service Agent, the customer will be sent packing and shipping directions. Under the **NOVA PRO-TEKTOR Warranty** Plan the customer funds the shipping of the defective part to the designated Teknatool Service Center.

The **NOVA PRO-TEKTOR Premium** provides a pre-paid shipping label and will not require the customer to fund the shipping of the defective part to the designated Teknatool Service Center.

Under both plans, Teknatool will repair or replace defective items at its expense and option and will pay for the return of the product by most cost-effective surface transport to customer. Any specially requested freight services above this will be at customer expense. Teknatool will not be responsible for any asserted defect which has resulted from normal wear, misuse, abuse, power surges, or excess voltage fluctuation, repair, or alteration made by anyone other than an authorized service facility or representative. UNDER NO CIRCUMSTANCES WILL TEKNATOOL, USA, INC. BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, AND CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, OR LOSS OF OPERATIONS.

What are the service options available for my plan?

The customer must call the plan administrator at NOVA's authorized customer service center at USA: 1-866-748-3025 to receive authorization for repairs prior to transporting or setting up service for your product. Upon verification of the defect in your machine the NOVA customer service agent will initiate the return of defective parts to NOVA's service center where your product will be repaired or replaced at NOVA's expense and option.

NOVA's customer Service Agent may also provide you with cleaning or repair advice or mail you a kit to replace missing or broken parts when applicable.

We reserve the right to change the method by which We provide service to You, and the Product's eligibility to receive a particular method of service.

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Do I need to pay anything for service?

Under the **NOVA PRO-TEKTOR Warranty** Plan the customer funds the shipping of the defective part to the designated Teknatool Service Center.

For claims under the **NOVA PRO-TEKTOR Premium** there is no additional cost to you for covered service beyond what you paid for this plan.

What if we can't fix it?

If we, in our sole discretion, determine that Your Product is not repairable during the Plan Coverage Period or if service is not available for Your Product, We may issue You Payment to replace the Product up to the Retail Cost of the Product, or issue a replacement of the defective product. This Plan is deemed fully satisfied by Us by the issuance of a Payment up to the Retail Cost of the Product. The coverage provided under this Plan will not be transferable to any replacement product.

What is not covered?

Teknatool will not be responsible for any asserted defect which has resulted from normal wear, misuse, abuse, power surges, or excess voltage fluctuation, repair, or alteration made by anyone other than an authorized service facility or representative. UNDER NO CIRCUMSTANCES WILL TEKNATOOL USA INC BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, AND CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING LOSS OF PROFITS OR LOSS OF OPERATIONS.

Neither NOVA Plan covers any of the following:

- Failures or damage caused by improper installation or assembly, the use of improper cleaning methods or cleaning products (outside of the manufacturer's recommendation), **or relocating a non-portable Product from one location to another.**
- Failures or damage caused by:
 - Misuse, reckless, excessive or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;
 - Spilled liquids (unless specified) or exposure to environmental or weather conditions outside of the manufacturer's guidelines;
 - Rust or corrosion;
 - An improper electrical/power supply;
 - Insect infestation/vermin;
 - Leaking Product battery (or any other leaking substance on or within the Product);
 - Acts of God, other external causes such as fire, or other force majeure.
- Operating the Product outside the permitted or intended use as described by the manufacturer. A Product with an altered, defaced or removed serial number. Or, a Product modified to alter its functionality or capability including removing, bypassing, disabling or altering safety features.

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- Consumer requested alignments and preventative maintenance costs, bulb replacements, cleanings, etc. (unless otherwise specified).
- Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily fluids).
- Failure or damage caused by third-parties such as plumbers, painters, or other unauthorized service or maintenance providers; or any fees related to third-party contracts.
- Cosmetic damage (unless specified), including, but not limited to, scratches, dents, or housing cracks that do not otherwise affect the functionality of a Product.
- Pre-existing conditions known by You that occurred prior to the Plan Coverage Period or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.
- Products sold "as-is" or those that are not sold with a manufacturer's or seller's warranty.
- No problem found diagnosis or issues that could be resolved with a software upgrade.
- Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.
- ANY LIABILITY OF DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT. ANY LIABILITY OR DAMAGE ARISING FROM DELAYS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES THAT RELATE TO OR ARISE OUT OF A CLAIM EVENT OR DEFECT IN THE PRODUCT. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, OR DOWNTIME FROM DELAYS IN REPAIR AND CHARGES FOR TIME AND EFFORT.
- Any claim incurred outside of the Plan Coverage Period.
- Service or replacement outside the continental USA, the District of Columbia, California, Alaska or Hawaii.
- Consumables and other non-functional parts that do not affect the mechanical or electrical function of the Product (unless specified).
- Products not associated with this Plan as well as any repair or replacement costs associated with aftermarket installations or modifications and accessories used in conjunction with the Product.

Are there Limitations of Liability associated with my Plan?

For any single claim, the limit of liability under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of Product replacement with a product of similar features, (3) the cost of reimbursement for authorized repairs, or (4) the Retail Cost for the original Product. If the total of any and all authorized repairs, parts, and other coverage and benefits exceeds the Retail Cost for the Product, or we replace the Product with one of equal or similar features and functionality, the obligations of Teknatool USA, LLC are fully satisfied. The total liability will not exceed the Retail Cost for the Product under any circumstances.

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Can I cancel this Plan?

You may cancel Your NOVA PRO-TEKTOR Premium and NOVA PRO-TEKTOR Limited Warranty Plans at any time by contacting the Plan Administrator. If You cancel either Plan within thirty (30) days of purchase, You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan. If You cancel Your **PRO-TEKTOR Premium Plan** after thirty (30) days from the date of purchase and up to 365 days from the date of purchase, You will receive a 30% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. If YOU cancel Your **PRO-TEKTOR Premium Plan** after 365 days (1 year) from the date of purchase but before 730 days from date of purchase, You will receive a 20% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. If YOU cancel Your **PRO-TEKTOR Premium Plan** after 730 days (2 years) from date of purchase but before 1095 days from date of purchase, You will receive a 10% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

If You cancel Your **NOVA PRO-TEKTOR Plan** after thirty (30) days from the date of purchase and up to 365 days from the date of purchase, You will receive a 15% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. If YOU cancel Your **NOVA PRO-TEKTOR Plan** after 365 days (1 year) from date of purchase but before 730 days from date of purchase, You will receive a 10% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. If YOU cancel Your **NOVA PRO-TEKTOR Plan** after 730 days (2 years) from date of purchase but before 1095 days from date of purchase, You will receive a 5% pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

No cancellation fee applies to the PRO-TEKTOR Premium and PRO-TEKTOR Plans. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel YOUR Plan, You will receive a pro-rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud, non-payment, material misrepresentation by You, or a substantial breach of duties by You.

What if I need to move or sell my Product?

From the date of Your Plan purchase, through Your Plan Coverage Period, You can transfer the NOVA PRO-TEKTOR Premium Limited Warranty if You sell or give away the Product. Contact the Plan Administrator with the new owner's contact information, the Plan reference number and date of transfer. If You move your Product(s) to a new location within the continental USA, excluding California and the District of Columbia, you can change your service address by contacting the Plan Administrator. The NOVA PRO-TEKTOR PREMIUM Limited Warranty Plan is strictly limited to one transfer during the life of the warranty.

The NOVA PRO-TEKTOR Limited Warranty Plan is not transferable and is given solely to the original purchaser of the NOVA PRO-TEKTOR Limited Warranty Plan.

Can I renew this Plan?

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No

What other important information do I need to know?

Arbitration

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. As used in this PROVISION, "You" and "Your" mean the person or persons who purchased any Plan issued by Us, bought the goods in which the Plan applies, or who is the registered owner with Us, and all of his/her/their heirs, survivors, assigns, and representatives. "We" and "Us" shall mean Teknatool USA, Inc. D/b/a NOVA shall be deemed to include all of its agents and parent, affiliates and subsidiaries and any insurer. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) any Plan issued by Us, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this PROVISION (collectively, a "Claim"), between You and Us shall be resolved by binding arbitration before a single arbitrator. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Consumer Arbitration Rules (or their functional equivalent) ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271 or visiting www.adr.org. Unless You and We agree, the arbitration will take place in the county and state where You live, but We may appear at any hearings, including the final hearing, via a video platform such as Zoom. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this PROVISION means that You give up Your right to go to court on any claim covered by this PROVISION. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. In the event this PROVISION is deemed unenforceable by a court of competent jurisdiction, YOU AND WE SPECIFICALLY AGREE TO WAIVE AND FOREVER GIVE UP THE RIGHT TO A TRIAL BY JURY. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck, and the Court shall not hear or adjudicate any claims other than Your Claims, and shall not hear Claims on behalf of others, including class action proceedings. If any portion of this PROVISION is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the PROVISION, except that in no event shall this PROVISION be amended or construed to permit arbitration or litigation on behalf of a group or class. This PROVISION shall inure to the benefit of and be binding on You and Us and this Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of any warranty. You and We understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim, regardless of whether such Claim is adjudicated by arbitration or litigation.

Changes

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The Plan originally issued to You will remain in effect throughout Your Plan Coverage Period. If We adopt any revision which broadens the coverage under this Plan without additional payment from You within sixty (60) days prior to, or during the Plan Coverage Period, the broadened coverage will immediately apply to this Plan.



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