



CoolGear, Inc.  
5120 110th Ave N  
Clearwater, FL 33760  
P: +1-727-209-1300  
F: +1-727-209-1302

## STANDARD TERMS FOR DEVELOPMENT MODULES

By accepting the **Development Module (DEV Module)**, the User agrees to be bound by the following terms:

**Intended Use:** DEV Modules are exclusively intended for product and/or software developers engaged in research and development activities. They serve to facilitate feasibility, evaluation, experimentation, and scientific analysis of Coolgear products. DEV Modules do not have a direct function and should not be considered as finished products. Under no circumstances should DEV Modules be directly or indirectly incorporated as a part or subassembly in any finished product.

**Restricted Usage:** DEV Modules are not designed for consumer or household use. Users are strictly prohibited from selling, sublicensing, leasing, renting, loaning, assigning, or in any way commercially distributing DEV Modules or using them in finished products or production systems.

### Limited Warranty and Disclaimers:

Coolgear warrants that the DEV Module will conform to Coolgear's published specifications for a period of **ninety (90) days from the date of delivery to the User**. However, Coolgear shall not be held liable for nonconforming DEV Modules if the nonconformity results from: (a) neglect, misuse, or mistreatment by an entity other than Coolgear, including improper installation or testing, or if the DEV Module has been altered or modified in any manner by an entity other than Coolgear; (b) User's design, specifications, or instructions for the DEV Modules, or improper system design; or (c) User's failure to make timely payments. Coolgear employs testing and other quality control measures deemed necessary, but it does not test all parameters of each DEVModule.

Any claims made by the User against Coolgear under this section will be considered void if the User fails to notify Coolgear of any apparent defects in the DEV Modules within ten (10) business days after delivery, or if any hidden defects are not reported within **ten (10) business days after their detection**.

Coolgear's sole liability will be to either repair or replace DEV Modules that fail to conform to the above-mentioned warranty or to credit the User's account for the respective DEV Module. Coolgear's liability under this warranty will be limited to DEV Modules that are returned during the warranty period to the address specified by Coolgear and are determined by Coolgear not to conform to the warranty. In the event Coolgear chooses to repair or replace the DEV Module, a reasonable amount of time will be given for the completion of such repair or provision of replacements. Repaired DEV Modules will be warranted for the remainder of the original warranty period, while replaced DEV Modules will be warranted for a new full **ninety (90) day warranty period**.

### Regulatory Notices:

United States | Notice for Non-FCC Approved DEV Modules:

FCC NOTICE: This DEV Module is designed solely for product developers to evaluate electronic components, circuitry, or software associated with the kit, determining their potential incorporation into a finished product, and for software developers to create software applications for use with the final product. The kit itself is not a finished product and may not be resold or marketed unless all required FCC equipment authorizations have been obtained beforehand.



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**DEV MODULES ARE NOT FOR USE IN FUNCTIONAL SAFETY AND/OR SAFETY CRITICAL EVALUATIONS, INCLUDING BUT NOT LIMITED TO EVALUATIONS OF LIFE SUPPORT APPLICATIONS.**

User must read and apply the user guide and other available documentation provided by Coolgear regarding the DEV Module prior to handling or using the DEV Module, including without limitation any warning or restriction notices. The notices contain important safety information related to, for example, temperatures and voltages.

**Safety-Related Warnings and Restrictions:**

User shall operate the DEV Module within Coolgear's recommended specifications and environmental considerations stated in the user guide, other available documentation provided by Coolgear, and any other applicable requirements and employ reasonable and customary safeguards. Exceeding the specified performance ratings and specifications (including but not limited to input and output voltage, current, power, and environmental ranges) for the DEV Module may cause personal injury or death, or property damage. If there are questions concerning performance ratings and specifications, User should contact Coolgear support prior to connecting interface electronics including input power and intended loads. Any loads applied outside of the specified output range may also result in unintended and/or inaccurate operation and/or possible permanent damage to the DEV Module and/or interface electronics. Please consult the DEV Module user guide prior to connecting any load to the DEV Module output. If there is uncertainty as to the load specification, please contact a Coolgear field representative. During normal operation, even with the inputs and outputs kept within the specified allowable ranges, some circuit components may have elevated case temperatures. These components include but are not limited to linear regulators, switching transistors, pass transistors, current sense resistors, and heat sinks, which can be identified using the information in the associated documentation. When working with the DEV Module, please be aware that the DEV Module may become very warm.

DEV Modules are intended solely for use by technically qualified, professional electronics experts who are familiar with the dangers and application risks associated with handling electrical mechanical components, systems, and subsystems. User assumes all responsibility and liability for proper and safe handling and use of the DEV Module by User or its employees, affiliates, contractors or designees. User assumes all responsibility and liability to ensure that any interfaces (electronic and/or mechanical) between the DEV Module and any human body are designed with suitable isolation and means to safely limit accessible leakage currents to minimize the risk of electrical shock hazard. User assumes all responsibility and liability for any improper or unsafe handling or use of the DEV Module by User or its employees, affiliates, contractors or designees.

User assumes all responsibility and liability to determine whether the DEV Module is subject to any applicable international, federal, state, or local laws and regulations related to User's handling and use of the DEV Module and, if applicable, User assumes all responsibility and liability for compliance in all respects with such laws and regulations. User assumes all responsibility and liability for proper disposal and recycling of the DEV Module consistent with all applicable international, federal, state, and local requirements.



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**Accuracy of Information:** To the extent Coolgear provides information on the availability and function of DEV Modules, Coolgear attempts to be as accurate as possible. However, Coolgear does not warrant the accuracy of DEV Module descriptions, DEV Module availability or other information on its websites as accurate, complete, reliable, current, or error-free."

## **USAGE AND SAFETY GUIDELINES FOR DEVELOPMENT MODULES**

6 >÷ Modules are expressly prohibited for use in functional safety and/or safety-critical evaluations, including, but not limited to, evaluations of life support applications.

Before handling or using the DEV Module, the User must carefully review and adhere to the user guide and any other available documentation provided by Coolgear. This includes any warning or restriction notices containing crucial safety information regarding temperatures and voltages.

## **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

### **Disclaimers:**

Except as expressly stated above, the Development Modules (DEV Modules) and any accompanying materials (including, but not limited to, reference designs and the design of the 6 >÷ Module itself) are provided on an "as is" and "with all faults" basis. Coolgear disclaims all other warranties, whether express or implied, relating to such items. This includes, but is not limited to, any epidemic failure warranty or implied warranties of merchantability or fitness for a particular purpose or non-infringement of any third-party patents, copyrights, trade secrets, or other intellectual property rights.

Except for the limited right to use the 6 >÷ Module as specified in these terms, nothing in these terms grants or confers any rights by license, patent, or any other industrial or intellectual property right of Coolgear, its suppliers/licensors, or any other third party, to use the 6 >÷ Module in any finished end-user or ready-to-use final product, or for any invention, discovery, or improvement, regardless of when made, conceived, or acquired.

### **User's Indemnity Obligations and Representations:**

User agrees to defend, indemnify, and hold Coolgear, its licensors, and their representatives harmless from and against any and all claims, damages, losses, expenses, costs, and liabilities ("Claims") arising out of or in connection with any handling or use of the 6 >÷ Module that is not in accordance with these terms. This obligation applies regardless of whether Claims arise under statute, regulation, or the law of tort, contract, or any other legal theory, and even if the 6 >÷ Module fails to perform as described or expected.



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### **Limitations on Damages and Liability:**

**General Limitations:** In no event shall Coolgear be liable for any special, collateral, indirect, punitive, incidental, consequential, or exemplary damages arising out of or in connection with these terms or the use of the DEV Modules. This includes damages even if Coolgear has been advised of the possibility of such damages. Excluded damages comprise, but are not limited to, cost of removal or reinstallation, ancillary costs to the procurement of substitute goods or services, retesting, outside computer maintenance, labor costs, loss of goodwill, loss of profits, loss of savings, loss of use, loss of data, or business interruption. No claim, suit, or action shall be brought against Coolgear more than twelve (12) months after the event that gave rise to the cause of action has occurred.

**Specific Limitations:** Coolgear's aggregate liability from any use of an DEV Module provided hereunder, including any warranty, indemnity, or other obligation arising from these terms, shall not exceed the total amount paid by User to Coolgear for the particular DEV Module(s) in question during the prior twelve (12) months concerning which losses or damages are claimed. The existence of more than one claim shall not enlarge or extend this limit.

**Return Policy:** Coolgear does not offer any refunds, returns, or exchanges unless otherwise provided. DEV Modules will not be accepted for return if the package has been opened or if they are damaged or not in a resalable condition. If the User believes there was an incorrect charge for the ordered DEV Module(s) or that the delivery violates the applicable order, they should contact Coolgear. Refunds, excluding postage or packaging costs, will be made in full within thirty (30) working days from the return of the component(s).

**Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles. User agrees that any dispute arising out of or relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts located in the State of Florida. Notwithstanding the foregoing, any judgment shall not affect the right of any party to enforce such judgment in any other jurisdiction.