ToltHawk Return, Refund, Cancellation & Limited Hardware Warranty Policy

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ToltHawk
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1. Introduction and Scope

ToltHawk ("ToltHawk," "we," "us," or "our") manufactures and supplies environmental monitoring equipment and associated cloud, cellular, and satellite communication services.

This Return, Refund, Cancellation & Limited Hardware Warranty Policy ("Policy") establishes the terms applicable to:

- Purchased and leased ToltHawk monitoring devices.
- Equipment supplied under the 30-day free trial program.
- Hardware returns, refunds, and order cancellations.
- Cloud subscriptions and communication services.
- Manufacturing defects, warranty repairs, and replacements.
- Damage, vandalism, loss, and discounted replacement equipment.
- Customized equipment and third-party accessories.

This Policy applies unless superseded by a signed customer agreement or government procurement contract. Mandatory rights under applicable law remain unaffected.

2. Thirty-Day Free Trial Program

2.1 Trial Period

Eligible customers may evaluate ToltHawk equipment for 30 calendar days beginning on the date of delivery, unless otherwise agreed in writing.

2.2 Ownership

Trial equipment remains the property of ToltHawk unless purchased by the customer.

2.3 Shipping Expenses

Customers are responsible for both outbound and return shipping expenses associated with trial equipment.

2.4 Trial Returns

An RMA is not required for equipment returned under the 30-day free trial program.

Customers should contact support1@tolthawk.com for return instructions and the shipping destination.

The exact deadline for returning equipment following expiration of the trial remains to be established.

2.5 Lost or Unreturned Equipment

Customers are responsible for the full cost of trial equipment that is lost or not returned.

The precise deadline after which equipment is considered unreturned remains to be established.

2.6 Trial Completion

At the conclusion of the trial, customers may purchase the equipment, enter into an applicable commercial arrangement, or return it to ToltHawk.

3. Purchased Hardware Returns

3.1 Return Window

Customers may request a return of purchased ToltHawk hardware within 30 calendar days from delivery.

3.2 Return Conditions

Equipment must be in working condition, subject to the repair provisions below. Reasonable installation, operation, and testing are permitted.

The customer must obtain an RMA and return the equipment with its applicable accessories and components.

3.3 Restocking Fees

No restocking fee applies to qualifying hardware returns.

3.4 Shipping

The customer pays return shipping for non-defective equipment. Original shipping charges are non-refundable.

3.5 Refund Amount

Approved refunds cover the hardware purchase price, excluding original shipping and applicable repair or replacement charges.

3.6 Damaged or Non-Working Equipment

If returned equipment requires repair or replacement because of damage beyond reasonable testing, the customer is responsible for applicable repair or replacement expenses up to 50% of the device's MSRP.

The calculation and collection of these charges, including their effect on refund eligibility, remain subject to final policy clarification.

4. Order Cancellations and Customized Equipment

4.1 Standard Orders

Standard hardware orders may be canceled before shipment.

4.2 Customized Orders

Customized orders are considered accepted after three months.

The event starting this three-month period and cancellation rights before acceptance remain to be established.

4.3 Customized Equipment Returns

ToltHawk-manufactured equipment supplied under customized orders remains eligible for return under the standard 30-day return policy.

Third-party equipment supplied as part of customized orders is non-refundable, except where applicable law or an overriding contract requires otherwise.

5. Annual Hardware Leasing

5.1 Early Cancellation

Customers may terminate an annual hardware lease early.

A prorated refund will be calculated monthly, with the unused period beginning when ToltHawk receives the returned equipment.

Treatment of partial months remains unresolved.

5.2 Equipment Ownership and Return

Leased equipment remains ToltHawk property and must be returned at the conclusion or termination of the lease.

5.3 Lost or Damaged Leased Equipment

Customers are responsible for a replacement charge equal to 25% of the MSRP of a replacement unit when leased equipment is lost or damaged, excluding normal wear from proper use.

5.4 Associated Services

Early lease cancellation does not create an entitlement to a refund of prepaid cloud or connectivity services that have already been activated.

6. Cloud and Connectivity Services

6.1 Cloud Subscriptions

Prepaid cloud subscriptions are non-refundable after activation.

6.2 Cellular and Satellite Services

Cellular and satellite connectivity charges are non-refundable once activated.

6.3 Renewals

Subscriptions renew only with customer authorization.

6.4 Replacement Device Service Schedule

Replacement hardware remains associated with the original device's annual service agreement.

Hardware replacement does not restart, extend, or reset the original subscription term or renewal anniversary.

7. Limited Hardware Warranty

7.1 Warranty Coverage

Subject to the conditions and exclusions in this Policy, ToltHawk warrants its manufactured devices and included accessories against defects in materials and workmanship under normal use.

The standard warranty period is 12 months from the original date of delivery.

Coverage includes ToltHawk-supplied components and accessories, including third-party components supplied as part of the equipment.

7.2 Active Subscription Requirement

An active ToltHawk cloud service agreement or subscription is required for standard hardware warranty coverage.

The annual service agreement is normally included with the original device purchase.

If the required subscription expires or becomes inactive, warranty service eligibility is subject to this requirement, even if the original 12-month hardware warranty period has not expired.

Reactivation and any effect on warranty eligibility remain subject to clarification.

7.3 Covered Manufacturing Defects

The warranty covers defects in materials or workmanship arising under normal use and within published operating specifications.

Covered components include:

- Radar and other environmental sensors.
- Electronic circuit boards and internal electronics.
- Integrated communication hardware.
- Integrated solar panels.
- Rechargeable batteries, subject to Section 7.4.
- Enclosures, seals, connectors, and included accessories.
- ToltHawk-supplied third-party components.

Coverage is subject to inspection and confirmation of a qualifying defect.

7.4 Rechargeable Battery Warranty

Rechargeable batteries are covered for manufacturing defects during the standard 12-month warranty period.

Normal battery aging, expected capacity degradation, and ordinary wear resulting from charge and discharge cycles are excluded.

7.5 Solar Panel Warranty

Integrated solar panels are covered against manufacturing defects during the standard hardware warranty period.

Damage from external impact, improper installation, vandalism, or environmental events is excluded unless a covered manufacturing defect caused the failure.

7.6 Water Intrusion

Water intrusion is covered when caused by a manufacturing defect, defective seal, or enclosure defect under the specified operating conditions.

Water intrusion caused by physical damage, improper installation, unauthorized modification, or operation outside published specifications is excluded.

7.7 Corrosion and Chemical Exposure

Corrosion caused by a covered manufacturing defect may qualify for warranty service.

Damage caused by chemical exposure, environmental conditions, or operation outside published specifications is excluded.

7.8 Sensor Accuracy

ToltHawk warrants that its sensors will meet their published measurement specifications under the operating conditions specified in the applicable product documentation.

Measurement accuracy is subject to applicable environmental, installation, configuration, and operating limitations.

7.9 Firmware Support

ToltHawk will provide corrective firmware updates for identified firmware defects when reasonably available.

Firmware support does not guarantee that all software defects can be eliminated or that all updates will be available within a specified timeframe.

8. Warranty Exclusions

The standard manufacturing-defect warranty does not cover damage caused by:

1. Improper installation, mounting, handling, or removal.
2. Accidental impact or physical damage.
3. Vandalism, theft, or loss.
4. Floods, lightning, storms, and other extreme weather events.
5. Unauthorized modifications or repairs, to the extent they cause the claimed damage or failure.
6. Exposure to environmental or chemical conditions outside published specifications.
7. Improper power connections or operation outside specified electrical limits.
8. Normal battery capacity degradation or ordinary wear.

Excluded damage may qualify for the discounted replacement program described in Section 11.

9. Warranty Claims and RMA Procedure

9.1 Warranty Identification

Customers may initiate a warranty claim by providing the device serial number.

Proof of purchase is not required as a standard condition for initiating a claim.

ToltHawk may use the serial number and its records to determine warranty and subscription eligibility.

9.2 Remote Troubleshooting

ToltHawk may require reasonable remote troubleshooting or diagnostics before authorizing the return of equipment.

9.3 Return Authorization

An RMA is required before returning equipment for warranty inspection, repair, or replacement.

Equipment must be shipped within 14 calendar days after the RMA is issued.

9.4 Advance Replacement

ToltHawk does not provide advance replacement equipment under the standard warranty procedure.

Defective equipment must be received before warranty repair or replacement is performed.

9.5 Warranty Shipping

For approved manufacturing-defect warranty claims:

- The customer pays shipping to ToltHawk.
- ToltHawk pays shipping of repaired or replacement equipment back to the customer.

9.6 Repair Turnaround

ToltHawk will use reasonable commercial efforts to inspect, repair, or replace eligible equipment.

No guaranteed repair or replacement turnaround time is provided.

10. Warranty Remedies and Repair Coverage

10.1 Repair or Replacement

For a verified manufacturing defect, ToltHawk may, at its discretion, repair the equipment or replace it with equipment of equivalent performance and functionality.

10.2 Replacement Components

ToltHawk may use new, refurbished, or functionally equivalent replacement parts and devices, provided they offer equivalent performance and functionality.

10.3 Unavailable Replacement Equipment

If a covered defect cannot be repaired and suitable replacement equipment is unavailable, ToltHawk may provide a comparable replacement or refund the original hardware purchase price, at its discretion.

10.4 Warranty on Repaired Components

Components repaired under warranty receive a 90-day warranty following completion of the repair.

The relationship between this additional coverage and the remaining original warranty period is to be clarified; the additional coverage is not intended to reduce any otherwise applicable original warranty rights.

10.5 Field Labor and Installation Costs

Warranty service does not include field labor, equipment removal, installation, reinstallation, or associated site expenses.

Customers are responsible for these expenses.

10.6 Locally Stored Data

ToltHawk does not guarantee preservation of locally stored device data during repair, firmware service, or replacement.

Customers should retrieve or preserve available data before returning equipment where technically possible.

10.7 Transferability

The limited hardware warranty is transferable to a subsequent owner for the remaining applicable warranty period.

The active subscription requirement and other applicable warranty conditions continue to apply.

The administrative procedure for transferring device registration and subscription responsibility remains to be established.

11. Discounted Replacement Equipment Program

This program is separate from the manufacturing-defect warranty.

11.1 During the Original Warranty Period

During the original 12-month hardware warranty period, a device damaged during installation, accidentally damaged, vandalized, or lost may be replaced for 25% of the original invoiced hardware price before discounts.

An active annual service agreement or subscription is required.

Applicable accessories are included.

11.2 After the Original Warranty Period

After expiration of the original hardware warranty, customers with a current, paid annual service agreement or subscription may obtain a replacement for 50% of the original invoiced hardware price before discounts.

Eligible circumstances include equipment failure, damage, vandalism, and loss.

11.3 Replacement Limit

The discounted replacement program is limited to one replacement per device.

Whether a replacement device establishes a new eligibility entitlement remains unresolved.

11.4 Replacement Hardware Warranty

A replacement device is warranted for the longer of:

- Six months from delivery of the replacement device; or
- The remaining portion of the original hardware warranty.

This warranty covers manufacturing defects and remains subject to the applicable warranty conditions.

11.5 Shipping

The customer is responsible for shipping charges associated with discounted replacement equipment.

Applicable taxes will be handled in accordance with law; their treatment in quoted replacement prices remains to be confirmed.

11.6 Service Anniversary

Replacement equipment retains the original device's annual service agreement and renewal anniversary.

The replacement hardware warranty does not extend the original annual service subscription.

12. Network Availability and Cloud Service Limitations

Hardware warranty coverage does not include cellular network outages, satellite service interruptions, cloud platform outages, or third-party communication failures.

These matters are governed by the applicable Terms of Service, Service Level Agreement, and communication service provisions.

13. Monitoring, Alerts, and Safety Limitations

ToltHawk devices provide environmental monitoring information intended to assist customers in evaluating water levels, flood conditions, and related environmental measurements.

ToltHawk does not guarantee uninterrupted monitoring, communication, alert transmission, or delivery of warnings.

Environmental conditions, equipment failure, communication interruptions, configuration errors, and other factors may affect data availability and alert delivery.

Customers responsible for public safety or critical infrastructure must maintain appropriate independent safety measures, operational procedures, and emergency response systems.

ToltHawk equipment should not be treated as the sole means of protecting life or property.

14. Refund Processing

Approved refunds will be issued within 15 business days following completion of inspection of returned equipment.

Refunds will be issued to the original payment method.

Where the original payment method is unavailable, an alternative arrangement requires agreement between ToltHawk and the customer.

15. Government and Public-Sector Customers

Where a signed government procurement contract, purchase agreement, or other binding agreement establishes different return, refund, warranty, or cancellation provisions, that agreement controls to the extent of the conflict.

Nothing in this Policy limits mandatory rights or obligations imposed by applicable law.

16. Relationship to Other Agreements

This Policy should be read together with the applicable:

- ToltHawk Terms of Service.
- Master Services Agreement.
- Equipment lease agreement.
- Cloud subscription agreement.
- Service Level Agreement.
- Government procurement contract.

A separately executed agreement expressly governing the transaction takes precedence in the event of conflicting terms.

17. Governing Law

This Policy is governed by the laws of Washington State, United States, except where applicable law requires otherwise.

18. Policy Changes

ToltHawk may revise this Policy periodically.

Updated versions will be published at https://www.tolthawk.com with a revised effective date.

Changes will not retroactively alter existing contractual rights or obligations unless permitted by the applicable agreement and law.

19. Contact Information

ToltHawk
A DBA of Eulora, LLC
Website: https://www.tolthawk.com
Email: support1@tolthawk.com

Customers may contact ToltHawk regarding returns, warranty claims, equipment repairs, replacements, subscription cancellations, and refunds.