

## **Data Robotics Limited Warranty**

### **WARRANTY COVERAGE**

Data Robotics's warranty obligations are limited to the terms set forth below:

Data Robotics, as defined below, warrants this Data Robotics-branded hardware product against defects in materials and workmanship under normal use for a period of; ONE (1) YEAR for systems sold outside of Europe, TWO (2) YEARS for systems sold in Europe, from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Data Robotics will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. When a refund is given, the product for which the refund is provided must be returned to Data Robotics and becomes Data Robotics's property.

### **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to hardware products manufactured by or for Data Robotics that can be identified by the "Data Robotics" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Data Robotics hardware products or any software, even if packaged or sold with Data Robotics hardware. Manufacturers, suppliers, or publishers, other than Data Robotics, may provide their own warranties to the end user purchaser, but Data Robotics, in so far as permitted by law, provides their products "as is". Software distributed by Data Robotics with or without the Data Robotics brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

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

This warranty does not apply: (a) to damage caused by use with non-Data Robotics 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 Data Robotics; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Data Robotics or an Data Robotics Authorized Reseller; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Data Robotics; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any Data Robotics serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, DATA ROBOTICS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF DATA ROBOTICS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DATA ROBOTICS IN ITS SOLE DISCRETION. No Data Robotics reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, DATA ROBOTICS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH DATA ROBOTICS PRODUCTS AND

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## **CONSUMER PROTECTION LAWS**

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, 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 country, state or province. This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place. Data Robotics, the warrantor under this Limited Warranty, is identified at the end of this document according to the country or region in which the product purchase took place.

## **OBTAINING WARRANTY SERVICE**

No product may be returned directly to Data Robotics without first contacting Data Robotics for a Return Material Authorization (“RMA”) number. If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to you at your expense.

Please access and review the online help resources before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact Data Robotics customer support or, if applicable, a Data Robotics Authorized Reseller. A Data Robotics representative or Data Robotics Authorized Reseller will help determine whether your product requires service and, if it does, will inform you how Data Robotics will provide it. Data Robotics or its Data Robotics Authorized Resellers will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. Warranty service is restricted to the country where the product is purchased. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the product cannot be serviced in the country it is in. In accordance with applicable law, Data Robotics may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the online product documentation for more details on this and other matters on obtaining warranty service.

**You should make periodic backup copies of the data and programs contained on the product’s hard drive to protect your data and as a precaution against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Data Robotics and its Authorized Resellers are not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Data Robotics product or part not covered by this warranty. Recovery and reinstallation of system, application software, and user data are not covered under this Limited Warranty.**

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