

DURATEQ Global Limited Warranty and Technical Support

General Terms

This DURATEQ Hardware Limited Warranty gives you, the customer, express limited warranty rights from Softeq Development Corporation, the manufacturer. Please refer to Softeq's web site (www.Softeq.com) for an extensive description of your limited warranty entitlements. In addition, you may also have other legal rights under applicable local law or special written agreement with Softeq.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, SOFTEQ MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOFTEQ EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to you.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where SOFTEQ offers warranty service subject to the terms and conditions set forth in this Limited Warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase. If so, your DURATEQ authorized dealer or service provider can provide you with details.

This Limited Warranty applies only to DURATEQ-branded hardware products (collectively referred to in this Limited Warranty as "DURATEQ Hardware Products") sold by or leased from Softeq, its authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Softeq") with this Limited Warranty. The term "DURATEQ Hardware Product" is limited to the hardware components and required firmware. The term "DURATEQ Hardware Product" DOES NOT include any software applications or programs; non-Softeq products or non-Softeq branded peripherals. All non-Softeq products or non-Softeq branded peripherals external to the DURATEQ Hardware Product—such as external storage subsystems, printers and other peripherals—are provided "AS IS" without Softeq warranty. However, non-Softeq manufacturers and suppliers, or publishers may provide their own warranties directly to you.

Softeq warrants that the DURATEQ Hardware Products that you have purchased or leased from Softeq are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from Softeq, or from the date Softeq completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your DURATEQ Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new DURATEQ Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Softeq may repair or replace DURATEQ Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the DURATEQ Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, Softeq will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of Softeq. In the unlikely event that your DURATEQ Hardware Product has recurring failures, Softeq, at its sole discretion, may elect to provide you with (a) a replacement unit of Softeq's choosing that is the same or equivalent to your DURATEQ Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

SOFTEQ DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. SOFTEQ IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE DURATEQ HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by Softeq; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) Softeq, (ii) a Softeq authorized service provider, or (iii) your own installation of end-user replaceable Softeq or Softeq approved parts if available for your product in the servicing country or region.

This Limited Warranty does not apply to scratched or broken LCD screens, water damage from immersion, or broken cases due to excessive force. Repair services are available in cases approved by Softeq.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. SOFTEQ IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. SOFTEQ IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY SOFTEQ WHEN THE PRODUCT IS MANUFACTURED.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND SOFTEQ REGARDING THE DURATEQ HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS-INCLUDING REPRESENTATIONS MADE IN SOFTEQ SALES LITERATURE OR ADVICE GIVEN TO YOU BY SOFTEQ OR AN AGENT OR EMPLOYEE OF SOFTEQ-THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE DURATEQ HARDWARE PRODUCT. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Softeq.

Limitation of Liability

IF YOUR DURATEQ HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, SOFTEQ'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL SOFTEQ BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SOFTEQ IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED SOFTEQ OR AN AUTHORIZED REPRESENTATIVE OF SOFTEQ OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS

Limited Warranty Period

The Limited Warranty Period for the DURATEQ handheld product is one (1) year commencing on the date of purchase. The date on your sales receipt is the date of purchase unless Softeq or your reseller informs you otherwise in writing.

Additional warranty extensions for two (2) year and three (3) year periods are available for purchase from Softeq and may be available from Softeq authorized dealers. See Service Upgrades section below.

Warranty Service

To enable Softeq to provide the best possible support and service during the Limited Warranty Period, you may be directed by Softeq to verify configurations, load most recent firmware, install software patches, run Softeq diagnostics tests or use Softeq remote support solutions where applicable.

If your product needs service, refer to the Softeq website at www.softeq.com (United States). You can also call the Softeq Technical Support Center at **1.281.552.5000**. A technical support specialist will help you diagnose the problem. If it is determined your product needs service, the specialist will discuss service options with you.

Limited Warranty Transfer to Another Country

Under the Softeq Global Limited Warranty program, products may be purchased in one country and transferred to another country, where Softeq has a service presence, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country to country. Also, standard warranty service response time is subject to change due to local parts availability. A customer may be required to provide product specific information on the original purchase location and dealer to be entitled to the same warranty as if the product had been purchased in the country to which it has been transferred.

Contact Softeq, your local Softeq authorized dealer, or refer to the website at www.softeq.com for Softeq Global Warranty information required. Softeq is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

Service Upgrades

Softeq has a range of additional support and service coverage for your product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the Softeq web site at www.softeq.com.

Softeq offers extensions to the Limited Warranty Period. Customers may elect to purchase a 2 year extended warranty or a 3 year extended warranty.

The 2 year extended warranty period commences on the date of purchase and is valid for 24 months. The 3 year extended warranty period commences on the date of purchase and is valid for 36 months. The date on your sales receipt is the date of purchase unless Softeq or your reseller informs you otherwise in writing. This warranty has the added responsibility of proof of purchase either from a paid Softeq invoice record or Softeq dealer record. The additional extended warranty time must be recorded by Softeq, or Softeq authorized dealers or service providers, at time of purchase in order to be recognized by Softeq or its dealer or service providers.

Other service packages may be offered by Softeq authorized dealers or service providers. Softeq authorized dealers or service providers may be solely responsible for their own service packages.

Options and Software Limited Warranties

The Limited Warranty terms and conditions for most DURATEQ-branded options (DURATEQ Options) are as set forth in the Limited Warranty applicable to the DURATEQ Option and are included in the DURATEQ Option product packaging. If your DURATEQ Option is installed in a DURATEQ Hardware Product, Softeq may provide warranty service for either the period specified in the warranty documents (DURATEQ Option Limited Warranty Period) that shipped with the DURATEQ Option or for the remaining warranty period of the DURATEQ Hardware Product in which the DURATEQ Option is being installed, whichever period is the longer, but not to exceed three (3) years from the date you purchased the DURATEQ Option. The DURATEQ Option Limited Warranty Period starts from the date of purchase from Softeq or a Softeq authorized dealer. Your dated sales or delivery receipt, showing the date of purchase of the DURATEQ Option, is your warranty start date. See your DURATEQ Option Limited Warranty for more details. Non-DURATEQ Options are provided "AS IS." However, non-Softeq manufacturers and suppliers may provide warranties directly to you.

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY SOFTEQ ARE PROVIDED "AS IS".

Softeq's only warranty obligations with respect to software distributed by Softeq under the Softeq brand name are set forth in the applicable end user license or program license agreement provided with that software. If the removable media on which Softeq distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the¹ removable media to Softeq for replacement.

Software Technical Support

Software Technical Support for your DURATEQ or Softeq Software, Softeq pre-installed third-party software and third-party software purchased from Softeq is available from Softeq via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See "Contacting Softeq" for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Software Technical Support includes assistance with:

- Answering your installation questions (how to, first steps, and prerequisites).
- Setting up and configuring the software (how-to and first steps). **Excludes** system optimization, customization and network configuration.
- Interpreting system error messages.
- Isolating system problems to software usage problems.
- Obtaining support pack information or updates.

Software technical support does NOT include assistance with:

- Generating or diagnosing user generated programs or source codes.
- Installation of non-Softeq products.

Contacting Softeq

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing the following:

- Locate your nearest Softeq authorized dealer or service provider via the Softeq website, www.softeq.com.
- Contact your authorized Softeq dealer or Authorized Service Provider and be sure to have the following information available

Before you call Softeq:

- Product serial number, model name, and model number
- Applicable error messages
- Add-on options listed
- Operating system
- Special configuration details
- Third-party hardware or software
- Detailed questions

Call 1.281.552.5000 for technical support in the United States and Canada from 9AM to 6PM CST Monday thru Friday.