

DATALOGIC MOBILE LIMITED FACTORY WARRANTY

Warranty Coverage

Datalogic Mobile hardware products are warranted against defects in material and workmanship under normal and proper use. The liability of Datalogic Mobile under this warranty is limited to furnishing the labor and parts necessary to remedy any defect covered by this warranty and restore the product to its normal operating condition. Repair or replacement of product during the warranty does not extend the original warranty term. Products are sold on the basis of specifications applicable at the time of manufacture and Datalogic Mobile has no obligation to modify or update products once sold.

If Datalogic Mobile determines that a product has defects in material or workmanship, Datalogic Mobile shall, at its sole option repair or replace the product without additional charge for parts and labor, or credit or refund the defective products duly returned to Datalogic Mobile. To perform repairs, Datalogic Mobile may use new or reconditioned parts, components, subassemblies or products that have been tested as meeting applicable specifications for equivalent new material and products. Customer will allow Datalogic Mobile to scrap all parts removed from the repaired product.

The warranty period shall extend from the date of shipment from Datalogic Mobile for the duration published by Datalogic Mobile for the product at the time of purchase (Warranty period). Datalogic Mobile warrants repaired hardware devices against defects in workmanship and materials on the repaired assembly for a 90 day period starting from the date of shipment of the repaired product from Datalogic Mobile or until the expiration of the original warranty period, whichever is longer. Datalogic Mobile does not guarantee and it is not responsible for the maintenance of, damage to, or loss of configurations, data, and applications on the repaired units and at its sole discretion can return the units in the "factory default" configuration or with any software or firmware update available at the time of the repair (other than the firmware or software installed during the manufacture of the product). Customer accepts responsibility to maintain a back up copy of its software and data.

Warranty Claims Process

In order to obtain service under the Factory Warranty, Customer must notify Datalogic Mobile of the claimed defect before the expiration of the applicable Warranty period. The product must be returned to the relevant Datalogic Mobile Service Center following the current Datalogic Mobile policy to return materials for repair (RMA). Failure to follow the applicable RMA policy, may result in a processing fee. Customer is responsible for shipment to Datalogic Mobile's relevant Service Center, and assumes all costs, charges, duties, taxes, and any other charges and risks associated with the transportation. Datalogic Mobile shall pay the shipping for the return of the product (via ground freight) to Customer excluding duties taxes and any other charges and risks associated with the transportation. Customer shall be responsible for return shipment expenses for products which Datalogic Mobile, at its sole discretion, determines are not defective or eligible for warranty repair.

Warranty Exclusions

The Datalogic Mobile Factory Warranty shall not apply to:

- (i) any product which has been damaged, modified, altered, repaired or upgraded by other than Datalogic Mobile service personnel or its authorized representatives;
- (ii) to any defect or damage caused by faulty operations, improper use, abuse, misuse, wear and tear, negligence, improper storage or use of parts or accessories not approved or supplied by Datalogic Mobile;
- (iii) to any defect or damage caused by other product or systems in use at End User's premises;
- (iv) to any defect or damage caused by use or maintenance of the product outside the product's technical and environmental specification(s);
- (v) to any defect or damage caused by natural or man-made disaster such as but not limited to fire, water damage, floods, other natural disasters, vandalism or abusive events that would cause internal and external component damage or destruction of the whole unit, consumable items,
- (vi) to any damage or malfunctioning caused by non-restoring action as for example firmware or software upgrades, SW or HW reconfigurations etc.;
- (vii) to any consumable or equivalent (cables, power supply, batteries, keypads, touch screen, triggers etc.).

DATALOGIC MOBILE'S LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DATALOGIC MOBILE SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER ARISING FROM DELAYS IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE ABOVE. THE REMEDY SET FORTH IN THIS WARRANTY STATEMENT IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. UNDER NO CIRCUMSTANCES WILL DATALOGIC MOBILE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY INCIDENTAL, CONSEQUENTIAL IN-DIRECT, SPECIAL OR CONTINGENT DAMAGES REGARDLESS OF WHETHER DATALOGIC MOBILE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Datalogic Mobile s.r.l.
Gruppo Hydra S.p.A. – art. 2497 Cod. Civ.
Direzione/Controllo Datalogic S.p.A.
Via S. Vitalino, 13
40012 Lippo di Calderara di Reno
Bologna - Italy
Tel. +39 051 3147011 - Fax +39 051 3147561
www.datalogic.com

R.E.A. Bologna 462536
Capitale sociale 10.000.000,00 euro
Codice Fiscale e Partita I.V.A. 02729811204