

# KONTRON

2020

## KONTRON CANADA INC. COMPLIMENTARY WARRANTY

### Notices

This complimentary warranty is subject to change without notification.

This warranty constitutes the only warranty provided by Kontron Canada Inc. (hereinafter “KCI”) to our customers and supersedes and excludes such as but not limited to all other documents, information, whether oral or written.

In this document, the term “customer” means and must be the original owner of the product being services under this warranty.

Some countries, states (or jurisdictions) do not allow exclusion of implied warranties and limitations on their duration or exclusion or limitation of incidental or consequential damages. Accordingly, the limitations or exclusions mentioned herein may not apply to the customer. This warranty gives the customer specific legal rights, and the customer may also have other rights which vary from state to state or by countries or jurisdiction.

### Hardware Limited Warranty

This KCI hardware limited warranty gives you, the customer, express limited warranty rights from KCI, the manufacturer. Herein product shall be defined as the KCI hardware including its firmware (the “Product”). The Product is warranted against defects in materials and workmanship.

Under this warranty, Products purchased in one country/region may be transferred to another country/region, where KCI or its authorized service providers offer warranty service for the same Product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability.

The Product is subject to export or import regulations. The customer agrees to strictly comply with all such laws and regulations and acknowledges that he has the responsibility to obtain authorization to export, re-export, or import the Product, as may be required.

For purposes of this policy, the term “defect” shall mean the Product fails to operate or fails to conform to its specifications agreed to in writing by KCI.

Customer of the Product shall return any defective Product in accordance with KCI's standard Returned Material Authorization (RMA) procedure, and shall be returned to any location to be designated by KCI. KCI shall pay one-way return shipping costs only (excluding taxes and duties). The customer shall incur all shipping and insurance costs to return the defective Product to KCI.

KCI's sole and exclusive obligation is to repair or replace with new or refurbished materials (equal or better specifications), at its option, any Products covered under this warranty, provided that KCI receives written notice of the defect during the period of warranty. KCI is under no obligation to rework material to current revisions at KCI's expense unless KCI is required to rework to current revisions because it does not have parts available to repair or replace the Product in conformance with its existing configuration specification or if rework is required to meeting quality and performance standards of existing configuration specifications.

This limited warranty covers repairs at KCI's facilities only. Labor, transportation or other expenses to repair or reinstall warranted Products on site or at customer's premises are not included.

This warranty is in lieu of all other warranties, express, implied or statutory, including without limitation those of merchantability, fitness for a particular purpose, all of which are expressly disclaimed. KCI warrants that Product warranty repairs and replacements will be free from defects in materials and workmanship.

**For all the options mentioned in this document, please refer to the specific agreement or terms and conditions.**

## **Option: Advanced replacement**

In the event the customer has purchased any of the advance replacement options, KCI shall provide replacement hardware within the time specified by the option.

The customer must return the defective parts within 10 days of receipt of the replacement parts. In the event the defective parts are not received within 10 days, KCI shall invoice the replacement parts to customer.

## **No problem found returns**

Any Products returned for warranty service which are found to be "No Problem Found (NPF)" will be charged a handling and shipping fee.

## **Exclusions**

The Product is not warranted to be uninterrupted or error-free, KCI is not responsible for failure to follow instructions provided.

This limited warranty shall not apply to any Product, or parts thereof, that:

- (a) has had the serial number, model number, or other identification markings modified, altered, removed or rendered illegible;
- (b) has been damaged by or subject to improper installation or operation, misuse, accident, neglect and/or has been used in any way other than in strict compliance with KCI's operation and installation manual;
- (c) has become defective or inoperative due to its integration or assembly with any equipment or products not supplied by KCI;
- (d) has been repaired, modified or otherwise altered by anyone other than KCI, and/or has been subject to the opening of any sealed cabinet boxes or covers without KCI's prior written consent.

If any warranty claim by customer falls within any of the foregoing exceptions, customer shall pay KCI its then current rates and charges for such services.

KCI is not responsible for loss of data or damage of any programs, removable media, nor responsible for data restorations.

KCI is not responsible for loss or data or damage due to third party virus, infection, worm or similar malicious code.

KCI is not responsible for interoperability or compatibility issues that may arise when products not supported by KCI, products which have been misconfigured (by others other than KCI), and/or third party products are installed into KCI Products which were not intended for such configurations.

## **Out of warranty repairs**

Upon request, KCI shall perform repairs to Products as long as these are within the Product's service life and replacement components are still available. Such repairs shall be done in a professional manner at the then current rate.

Shipments to and from KCI's repair site shall be borne by customer, including all taxes and duties.

## **Limitation of Liability**

KCI reserves the right to investigate any warranty claims to quickly resolve the problem or to determine whether such claims are proper. In the event that after repeated efforts KCI is unable to repair or replace a defective Product, then customer's exclusive remedy and KCI's entire liability in contract, tort or otherwise shall be the payment by KCI of customer's actual damages after mitigation, but shall not exceed the purchase price actually paid by customer for the defective Product.

KCI makes no representations or other warranty of any other kind express or implied. In no event shall KCI be liable to customer for any special, incidental or consequential damages for breach of any of its obligations under this policy, including but not limited to loss of profits or revenues; loss of anticipatory profits; loss of use of equipment; damage to equipment; cost of capital; cost of substitute Products or equipment; facilities or services; downtime costs; or claims of customer customers for such damages, caused by any defective equipment, whether such defect is warranted against or not.

## Customer Responsibilities

- Customer to provide timely and accurate information about systems when filling out a warranty claim.
- Customer to provide accurate and current contact information regarding service requests.
- Customer to maintain a proper environment for KCI hardware
- Customer maintains KCI Products with latest firmware, or additional software, and follow instructions for temporary workarounds from KCI.
- Customer could allow KCI to keep resident on your systems diagnostic tools to find issues to improve time to diagnose the issue.
- Customer may provide connectivity through a KCI approved communication line.
- Customer should provide KCI data resulting from diagnostics with electronic data transfer.
- Customer should maintain proper backup and restoration services on KCI hardware.
- When shipping the Product to KCI, the Customer shall remove all data, including confidential information, proprietary information and personal information on the Product or if the Customer is unable to remove any such information, modify the information to prevent its access by another party or so that it is no personal data under applicable law. KCI shall not be responsible for the loss, corruption or disclosure of any data, including confidential information, proprietary information, or personal information, on a Product returned or accessed for warranty service.

## Parts-only service

Under the terms of this warranty, and in conjunction with KCI's RMA procedures, KCI will provide replacement parts free of charge. This warranty does not include any onsite services to replace the defective parts or Products.

## Limited Warranty Period

The Product warranty is specified and has a fixed period dating from the date of invoice. The following Products are covered for the durations shown below:

KCI Product	Limited Warranty Period
Symkloud MS Series including power supplies, fans, hub/switch modules, and processor modules.	<b>3 Years Parts Only</b>

<b>KCI Product</b>	<b>Limited Warranty Period</b>
Mobile Edge (ME) Series including power supplies, fans, modules.	<b>3 Years Parts Only</b>
Carrier Grade (CG) Series including power supplies, fans, and motherboards.	<b>3 Years Parts Only</b>
All other Kontron products	<b>2 Years Parts Only</b>
Out-of-warranty repairs	<b>90 days from the repair date recorded by serial number in KCI's repair database</b>
In-warranty repairs	<b>Balance of the original warranty period or 90 days, whichever is longest.</b>

### **Option: Extending warranty period**

Notwithstanding the above Limited Warranty Period table, if Customer has purchased an extended warranty option, the Product will be warrantied as per the Limited Warranty table above plus the period of the Extended Warranty option.

### **Service Level Agreement**

The following service level agreement (“SLA”) shall be provided with the basic repair service:

<b>Service</b>	<b>Standard SLA<sup>1</sup></b>	<b>Description</b>
Get RMA #	Next business day	If customer provides the following minimal information: Product serial number, part number, a detailed description of the issue, the billing and shipping addresses, KCI will issue an RMA number to the customer within the next business day
Product repaired	15 business days from receipt at KCI repair site	Once Product is received at KCI's repair site, the Product shall be repaired and returned to customer site within the SLA
Advanced replacement	N/A, KCI will return repaired unit	Unless advanced replacement options are purchased, defective Product will be repaired and returned within the SLA

1. Response times are based on local (to KCI) standard business days. Response times are measured from time initial request (phone call, email etc.) and every effort will be made by KCI to respond but may vary depending on local conditions or country.

## **Option: Return for repair with improved Service level**

Notwithstanding the above Service Level Agreement table above, if Customer has purchased a repair-return improved service level option, the Product will be repaired and returned to customer within time specified by the option.

## **Software Limited Warranty**

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, freeware (as defined below) or the operating system preinstalled by KCI are provided “as is” and with all faults, and KCI hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses.

To the maximum extent permitted by applicable law, in no event shall KCI or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the software product, even if KCI or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## **Freeware operating systems and applications**

KCI does not provide support for software provided under public license by third parties, including operating systems or applications (“Freeware”). Support for Freeware provided with KCI Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your KCI Hardware Product.

## **Contacting KCI Support and RMA Helpdesk**

Support for drivers, manual, documentation are all available at this URL: <https://www.kontron.com/support>

Contact information is available here: <https://www.kontron.com/support>

North American Technical Support & RMA contact information are:

- Phone : 1-888-835-6676
- Email : support-kci@kontron.com

Please have the following pieces of information available:

- Product serial number, model name, and model number