



Kontron Canada Inc.

Limited warranty and repair policy

Kontron Canada Inc. warrants that the product(s) purchased from Kontron Canada Inc. will conform to the requirements of the purchase order (including all applicable descriptions, specifications and drawings), will be free from defects, workmanship and defects in design for the following duration:

Product	From shipment date
Carrier Grade	3 Years
Custom	As agreed with purchaser
Other	2 years

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 Kontron Canada Inc. This limited warranty shall be enforceable by the original product purchaser, purchaser’s customers and any subsequent owner or operator of the product.

Original product purchaser or purchaser’s customer and any subsequent owner or operator of the product shall return any defective product in accordance with Kontron Canada Inc.’s standard Returned Material Authorization (RMA) procedure, and shall be returned at no cost to Kontron, to any location to be designated by Kontron Canada Inc. Kontron Canada Inc. shall pay one way return shipping costs only.

Kontron Canada Inc.’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 Kontron Canada Inc. receives written notice of the defect during the period of warranty.

Notwithstanding the foregoing, in the unlikely case of products Dead on Arrival returns, Kontron Canada Inc. shall be obligated to repair or replace with new materials, any products covered under this warranty. Kontron Canada Inc. is under no obligation to rework material to current revisions at Kontron Canada Inc.’s expense unless Kontron Canada Inc. 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 only covers repairs at Kontron Canada Inc.’s facilities and does not include labor, transportation or other expenses to repair or reinstall warranted products on site or at purchaser’s premises.

Kontron Canada Inc. 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 Kontron Canada Inc. is unable to repair or replace a defective product, then purchaser exclusive remedy and Kontron Canada Inc.’s entire liability in contract, tort or otherwise shall be the payment by Kontron Canada Inc. of purchaser’s actual damages after mitigation, but shall not exceed the purchase price, tax, freight and insurance actually paid by purchaser for the defective product.

Kontron Canada Inc. makes no representations or other warranty of any other kind express or implied. In no event shall Kontron Canada Inc. be liable to purchaser nor purchaser to Kontron Canada Inc. 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 purchaser customers for such damages, caused by any defective equipment, whether such defect is warranted against or not. Kontron Canada Inc. is solely responsible for preparing and delivering a warranty for the products to purchaser's customers in every country wherever it sells the products and for performance of all warranty services related thereto.

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 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 Kontron Canada Inc.'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 Kontron Canada Inc.; (d) has been repaired, modified or otherwise altered by anyone other than Kontron Canada Inc., and/or has been subject to the opening of any sealed cabinet boxes or covers without Kontron Canada Inc.'s prior written consent. If any warranty claim by purchaser falls within any of the foregoing exceptions, purchaser shall pay Kontron Canada Inc. its then current rates and charges for such services.

The above 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.

Kontron Canada Inc. warrants that product warranty repairs and replacements will be free from defects in materials and workmanship. Kontron Canada Inc. warrants out-of-warranty repairs for 90 days from the repair date recorded by serial number in Kontron Canada Inc.'s repair database or the balance of the original warranty period, whichever is longest.

Notes:

1. **NPF Returns:** Products returned for warranty service which are found to be NPF (No Problem Found) will be charged a fee of \$150 USD on return to the purchaser.

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