

GLOBAL COMMUNICATIONS Limited Warranty

Coverage:

GLOBAL COMMUNICATIONS provides a limited warranty that its products will be free from defects in material and/or workmanship which occur during normal use and perform substantially in accordance with GLOBAL COMMUNICATIONS specifications for the specified warranty period. GLOBAL COMMUNICATIONS computers (tablets and handhelds) are guaranteed against defects in materials and workmanship for the period of twenty-four (24) months. Batteries are covered for a period of six (6) months. Cables, chargers, mounts and other accessory items are specifically warranted for a period of ninety (90) days from product purchase. Extended warranty programs will extend the warranty period of the computers, but not batteries and other accessories.

GLOBAL COMMUNICATIONS will repair the equipment during the warranty period with new or rebuilt parts, free of charge in New Zealand. All foreign orders will be subject to a \$50.00 USD charge. GLOBAL COMMUNICATIONS reserves the right in its sole judgment to determine if the failure or defect is a warrantable failure or defect. A purchase receipt or other proof of date of original purchase may be required before warranty performance is rendered and ownership is not transferrable. Products and/or Services GLOBAL COMMUNICATIONS acquires from or through a manufacturer, distributor or other third-party provider and resells and/or provides to Customer will carry the original manufacturer's pass-through warranty of parts only, if any.

AuthoriSation:

All products covered by this warranty will be serviced at GLOBAL COMMUNICATIONS's designated Service Center.

In order to obtain service under this Limited Warranty, Customer must notify GLOBAL COMMUNICATIONS of the claimed defect before the expiration of the Limited Warranty period and obtain from GLOBAL COMMUNICATIONS a return authorization number for return of the product to the designated GLOBAL COMMUNICATIONS service center.

Phone: 0800-100-726

E-mail: sales@globalcommunications.co.nz

Unless otherwise instructed by GLOBAL COMMUNICATIONS, all products returned under warranty are to be shipped to the following address. GLOBAL COMMUNICATIONS requests a note be taped to the product identifying the problem.

GLOBAL COMMUNICATIONS Service Center

**RMA# xxxxxxxx-xxx
7 Vogel Place, Cambridge 3420,
Waikato, New Zealand**

The RMA number is to be legibly written on the outside of the shipping container. Returns without an RMA number may be rejected. Product must be re-packaged in its original factory shipping packaging when returned for warranty service. If the original packaging is not available, Customer must purchase packaging material from GLOBAL COMMUNICATIONS.

Warranty is considered void if products are not returned in original or GLOBAL COMMUNICATIONS authorized packaging. Contact GLOBAL COMMUNICATIONS with any questions.

Do not use foam peanuts in packaging. This material is not anti-static and may damage the electronic components, thereby voiding the warranty.

Product shall be returned to GLOBAL COMMUNICATIONS in clean condition. If product returned is extensively dirty, GLOBAL COMMUNICATIONS may choose, in its sole determination, to refuse the product for repair and send product back to Customer, or clean the product and charge the customer a \$25 cleaning fee, regardless of applicable warranty state.

GLOBAL COMMUNICATIONS assumes no liability for damage or loss in transit.

Shipping:

Customer shall be responsible for packaging and shipping the product to the designated GLOBAL COMMUNICATIONS service center, with shipping charges prepaid by the Customer. GLOBAL COMMUNICATIONS shall pay for the return of the product, via ground (2-5 days) to the Customer's location. Expedited shipping is also available at the Customer's expense. The Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

Warranty is subject to the limitations and exclusions set forth in the paragraphs that follow.

Damage and Other Repairs

Product returned for warranty service where the problem cannot be duplicated and no hardware failure is detected is subject to a service charge plus shipping costs. Service performed outside the scope of this warranty will be charged at current time and material rates plus shipping costs.

Disclaimer:

WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS.

Exclusions

Warranty coverage shall not apply to any claimed defect, failure or damage which GLOBAL COMMUNICATIONS determines was caused by: abuse, neglect, improper use of product; failure to provide product maintenance, including but not limited to cleaning of the display in accordance with product reference guide; installation or service of product by other than GLOBAL COMMUNICATIONS representatives; use of product with any other instrument, equipment or apparatus; modification or alteration of product or units with Warranty Void labels that have been tampered with. External cables and replacement of upper window / cartridge due to scratching, stains or other degradation will not be covered under the Warranty. **External power supplies returned for service must be accompanied by the original product for performance of service.**

Returned products that GLOBAL COMMUNICATIONS has determined are not covered by Warranty, will be charged GLOBAL COMMUNICATIONS standard repair rates then notified and product may be returned to customer at their request. A minimum service fee may be charged (\$50USD).

This warranty specifically excludes damage to the product including, but not limited to, the following:

- damage during shipment other than original shipment to Customer;
- damage caused by liquid intrusion into the inside of the product as a result of case fracture or entry through an external port or door;
- damage caused by impact with other objects, or drops and falls, including but not limited to broken display glass, touch panel glass, hard drive sector damage or read/write head damage, physical breakaway of internal components;
- damage caused by faulty electrical / wiring connections and installations of the Product to vehicles or other electrical or power sources, or disregard for the methods and instructions in the wiring installation guides;
- damage caused by over-use and abuse of connectors on the product whereby alternative methods are available through docking or adapters to protect product connectors;
- damage caused by the use of the product for purposes other than those for which it was designed;
- damage caused by any other abuse, misuse, neglect, accident, negligence, mishandling or misapplication;
- damage caused by products not supplied by GLOBAL COMMUNICATIONS or failures which result from alterations, modifications or foreign objects;
- damage from improper maintenance; or
- damage attributable to acts of God.

In no event shall GLOBAL COMMUNICATIONS be liable, whether in contract, negligence, tort, or on any other basis, for cover or for incidental, consequential, punitive or exemplary damages arising out of or in connection with the sale, services, maintenance, use, performance, failure, or interruption in the operation of the hardware, software or services, even if GLOBAL COMMUNICATIONS is advised of the possibility of such damages.

Customer Data and Information:

GLOBAL COMMUNICATIONS is not responsible for any software programs, data, or other information stored or used on any media or part of any product returned to GLOBAL COMMUNICATIONS for warranty service or other repair, including the costs of recovering such programs or data. If, during the warranty service or repair of the product, the contents of the hard disk or any other data storage media are altered, deleted, modified or lost, GLOBAL COMMUNICATIONS is not responsible and shall have no liability for the loss of data or damage or deletion to any non-factory installed software or hardware. It is Customer's sole responsibility to back up any software programs, data, or information stored on any storage media

or any part of the product returned for warranty service or out-of-warranty repair.

Limitation of Liability

GLOBAL COMMUNICATIONS'S REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT AS SET FORTH ABOVE IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF CLAIMS OF BREACH OF WARRANTY OR PRODUCT DEFECT. UNDER NO CIRCUMSTANCES WILL GLOBAL COMMUNICATIONS 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 GLOBAL COMMUNICATIONS HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

GLOBAL COMMUNICATIONS's entire liability and Customer's sole and exclusive remedy for any product that fails to comply with this warranty shall be, at GLOBAL COMMUNICATIONS's option and expense: (i) to repair the non-conforming product; or (ii) to provide an equivalent replacement. Customer is responsible for returning the non-conforming product, properly packaged, to the GLOBAL COMMUNICATIONS Service Center. Replacement parts or units shall not extend the original warranty and shall have a ninety (90) day limited warranty for defects in materials and workmanship.

The warranty period is not extended as a result of upgrading the product. To receive warranty service Customer must promptly notify GLOBAL COMMUNICATIONS of the warranty claim prior to expiration of the applicable warranty period.

Assignment:

This warranty is not transferable and applies only to the original end-user and the original product.

Risk of Loss

Customer shall bear risk of loss or damage for product in transit to GLOBAL COMMUNICATIONS. GLOBAL COMMUNICATIONS shall assume risk of loss or damage for product in GLOBAL COMMUNICATIONS's possession or product being returned to Customer by GLOBAL COMMUNICATIONS, except such loss or damage as may be caused by the negligence of Customer, its agents or employees. In the absence of specific written instructions for the return of product to Customer, GLOBAL COMMUNICATIONS will select the carrier, but GLOBAL COMMUNICATIONS shall not thereby assume any liability in connection with the return shipment.