

## **SEGTECH SYSTEMS 1 YEAR PARTS 1 YEAR LABOR LIMITED WARRANTY AGREEMENT**

This Agreement (“Agreement”) is between you and SEGTECH SYSTEMS (“SEGTECH”) and applies to SEGTECH branded products (“Products”) and services purchased in the U.S. or Canada by you from SEGTECH or any of its subsidiaries or affiliates or an SEGTECH authorized reseller (“Reseller”), unless you enter into a separate written agreement with SEGTECH. The limited warranty does not cover software or non-SEGTECH or branded products (e.g. printers, scanners). **THIS AGREEMENT APPLIES TO YOU UNLESS YOU NOTIFY SEGTECH IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER EITHER SEGTECH OR THE RESELLER’S RETURN POLICY, AS APPLICABLE. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 7 BELOW.**

The term of this Limited Warranty is one (1) year (the “Limited Warranty Period”). For products purchased directly from SEGTECH, the Limited Warranty Period begins when the product is shipped to you; for products purchased from an authorized reseller, the Limited Warranty Period begins on the date of purchase.

**1. Technical Support.** During the Limited Warranty Period, SEGTECH will provide product technical support. Please note that when contacting SEGTECH via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping you diagnose and resolve problems with defects in Products covered by this Agreement, and, for PC Products, reinstalling the factory-installed operating system and software to restore it to the original factory configuration. SEGTECH may provide technical support via online, telephone and other methods. SEGTECH may change the means through which it provides technical support at any time **SEGTECH is not the manufacturer of the software or operating system and does not guarantee that software or operating system will be free from errors, either in isolation or in combination with hardware.**

**2. Product Limited Warranty.** SEGTECH warrants that its Products will be free from defects in materials and workmanship for the Limited Warranty Period. During the Limited Warranty Period, SEGTECH will, at its option: (i) provide replacement parts necessary to repair the product, (ii) repair the product or replace it with a comparable product, or (iii) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to you.

**THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS IN UNITS THAT MEET DESIGN SPECIFICATIONS OR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY. THIS LIMITED WARRANTY DOES NOT COVER AND SEGTECH IS NOT RESPONSIBLE FOR:**

- DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, FIRE, THEFT, DISAPPEARANCE, MISPLACEMENT, POWER SURGES, VIRUSES, RECKLESS, WILLFUL, OR INTENTIONAL CONDUCT.
- DAMAGES CAUSED BY SERVICING NOT AUTHORIZED BY SEGTECH.
- DAMAGES CAUSED BY USAGE THAT IS NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS.
- DAMAGES CAUSED BY FAILURE TO FOLLOW THE PRODUCT INSTRUCTIONS OR FAILURE TO PERFORM PREVENTIVE MAINTENANCE.
- DAMAGES CAUSED BY THE COMBINATION OF SEGTECH OR OTHER BRANDED PRODUCTS

WITH OTHER NON-SEGTECH BRANDED, OR OTHER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS.

- SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE.
- ANY EQUIPMENT OR COMPONENTS THAT WERE NOT INCLUDED IN YOUR PRODUCT AS ORIGINALLY SOLD TO YOU.
- NORMAL WEAR AND TEAR
- COSMETIC DAMAGE THAT DOES NOT AFFECT FUNCTIONALITY.
- PRODUCTS WHERE THE SEGTECH SERIAL NUMBER IS MISSING, ALTERED OR DEFACED.

ANY WARRANTY APPLICABLE TO SOFTWARE, NON-STS BRANDED, PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

**3. Services and Service Limited Warranty.** Any services provided to you by SEGTECH that are not within the scope of the Limited Warranty also are governed by this Agreement. For a period of ninety (30) days after services are performed, SEGTECH warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 30 service warranty period, SEGTECH will, at its option, (1) re-perform the services, (2) replace the product pursuant to the terms of this Agreement, (3) permit you to return the product and issue a refund pursuant to the terms of this Agreement, (4) refund the amount you paid for the services..

If you purchased an extended service plan, such as an SEGTECH Extended Warranty Plan, please refer to the service plan for the coverage, duration and terms of service. Extended service plans are provided by a third party and not by SEGTECH.

**4. Instructions for Warranty Service.** For specific instructions on how to obtain warranty service for your product, you can reach Technical Support by going to [SEGTECHSYSTEMS.COM](http://SEGTECHSYSTEMS.COM) and clicking the “Contact” link.

Please note that when contacting SEGTECH via telephone, long distance and other charges may apply, depending upon your calling area. Support methods are subject to change.

To obtain warranty service:

- You must assist SEGTECH in diagnosing issues with your product and follow SEGTECH warranty processes.
- You must obtain warranty service from SEGTECH or an authorized service center specified by SEGTECH. SEGTECH will not reimburse you for service performed by others.
- You may be required to deliver and retrieve your product to and from SEGTECH or an authorized service facility specified by SEGTECH at your expense. When sending a product to SEGTECH or the authorized service facility specified by SEGTECH, you must deliver the product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to an authorized SEGTECH service facility. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR SEGTECH PRODUCT DURING SHIPMENT TO US.**
- Before providing your product to SEGTECH for service, remove any confidential, proprietary or personal information, and removable media, such as floppy disks, CDs, or PC Cards.
- If SEGTECH asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. SEGTECH will charge you for replacement parts or products and credit you upon receipt of the returned product.

IT IS YOUR RESPONSIBILITY TO BACKUP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO SEGTECH, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and SEGTECH will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, SEGTECH SYSTEMS IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO AVAILABILITY OF SOFTWARE).

**5. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.**

Commercial Purchasers: SEGTECH extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to consumer purchasers. **HOWEVER, WITH RESPECT TO COMMERCIAL PURCHASERS, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.**

**6. Limitation of Liability. SEGTECH SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** SEGTECH AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. NEITHER YOU NOR SEGTECH IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD OR FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This Limited Warranty gives you specific legal rights and you may have other rights which vary from state to state or jurisdiction to jurisdiction.

**7. Dispute Resolution.** You and SEGTECH agree that any Dispute between you and SEGTECH will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and SEGTECH will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and SEGTECH. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation you choose. If you prevail in the arbitration of any Dispute with SEGTECH, SEGTECH will reimburse you for any fees you paid to NAF in connection with the arbitration.

Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its

reasonable costs and expenses, including legal fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court**, including the right, if any and subject to the rules of your jurisdiction, to litigate claims on a class-wide or class-action basis, **and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term “Dispute” means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from STS, or (iii) any other dispute arising out of or relating to the relationship between you and SEGTECH; the term “SEGTECH” means SEGTECH SYSTEMS, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by SEGTECH SYSTEMS; and the term “you” means you, or those in privity with you, such as family members or beneficiaries.

**THIS AGREEMENT AND ANY SALES THERE UNDER SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

**8. General.** SEGTECH may assign this Agreement and/or any associated service plan without your consent and without notice to you. SEGTECH does assign this Agreement and/or any associated service plan, the assigned will assume all obligations to you. SEGTECH will be released of all obligations, and you agree to look solely to the assigned for the performance of all obligations under this Agreement and/or any associated service plan. SEGTECH and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from SEGTECH, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of SEGTECH. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by SEGTECH. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia, without giving effect to conflicts of law rules.

**9. Privacy Notice.** Your Information will never be sold to any third party. Any information will be kept private and used only to aid SEGTECH in providing better service and product. SEGTECH will maintain and use your customer information in accordance with its Privacy Policy.