

Valid from 2021-02-05

SERSTECH AB LIMITED WARRANTY

1. PREAMBLE

1.1 This Serstech Limited Warranty shall apply to products sold by Serstech AB or any subsidiary within the Serstech Group (hereinafter referred to as "Serstech") to a customer (the "Customer"). Any deviations from this Serstech Limited Warranty must be agreed in writing between Serstech and the Customer.

2. WARRANTY UNDERTAKING

2.1 Serstech warrants to the Customer that the Serstech Products (the "Products") enclosed with this Serstech Limited Warranty will in respect of the hardware and any firmware included in the hardware be free from defects in design, workmanship and materials under normal use for a period (the "Warranty Period") of five (5) years from the date of the Customer's original purchase of the Serstech Products.

2.2 For defects in design, workmanship or materials in the Products which occur within the warranty period set out in Section 2.1, Serstech undertakes, at its own opinion, to repair or replace the defective Products. Repair or replacement of defective Products shall take place at Serstech's premises or at Serstech's appointed service agent and may be made by use of new or refurbished spare parts. Repair may also, when appropriate, be performed through remote access to the defective Products. Repaired or replaced hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longest.

2.3 The Customer shall be responsible for ensuring back-up of data stored on the defective Products, prior to sending the defective Products to Serstech or Serstech's appointed service agent. Serstech shall have no liability for the data stored on any Products. Serstech shall have fulfilled its obligations in respect of the defect upon delivery of a duly repaired or replaced part or Products to the Customer.

2.4 Transports to Serstech in connection with repair or replacement of defective parts or Products during the warranty period shall be at Customer's risk and expense, whereas return transports to Customer after repair or replacement shall be at the risk and expense of Serstech, provided however that the Customer shall bear the risk and expense resulting for such transports if the Products are located at a location other than the location to which the Products were originally shipped by Serstech or its subcontractors. The Customer shall follow Serstech's instructions as to how the transport shall be carried out. All defective Products returned to Serstech or to Serstech's appointed service agent for repair or replacement must be accompanied by a return materials authorisation (RMA) number. Such RMA number shall be requested by the Customer from Serstech prior to any return of Products.

2.5 If the Customer has entered into a service agreement with Serstech, Serstech is responsible for collecting defective Products and returning repaired or replaced Products for the geographical markets identified in the service agreement. Thus, if such a service agreement is in place, Serstech is liable for all transportation costs within the defined markets. The service agreement also provides for shorter turn-around times for repairs/replacements.

2.6 Defective parts or Products which are replaced by Serstech according to the above shall be placed at Serstech's disposal and shall become Serstech's property.

3. WARRANTY RESTRICTIONS

3.1 Serstech's liability, according to the warranty set out in this Serstech Limited Warranty, is limited to defects which appear within the Warranty Period. The Customer shall without undue delay notify Serstech in writing of any defect which appears, failure to which shall mean that the Customer loses his right to have the defect remedied.

3.2 Serstech is liable only for defects which appear under the conditions of operation provided for in the documentation for the Products and under the intended and proper use of the Products, as detailed in such documentation. Serstech is further liable only for defects provided that the Customer has followed such specific instructions regarding usage, storage and care (including but not limited to instructions regarding the use of touch screens) as are provided together with the Products.

3.3 This Serstech Limited Warranty does not cover third-party software products, such as operating systems, databases or the like, even if such third-party software products are delivered together with the Products. Such third-party software products are subject to the terms of their respective license agreements.

3.4 Serstech's liability does not cover defects which are caused by faulty maintenance, use or care of the Products, incorrect installation or faulty repair by the Customer, unauthorised repair attempts, Products returned without RMA number or by alterations of hardware or firmware carried out without Serstech's consent in writing. Finally, Serstech's liability does not cover normal wear and tear, deterioration, or defects in wear parts, cosmetic defects (such as scratches or marks) or defective consumables included in the Products. Regardless of the length of the warranty period, the warranty period of the battery, battery charger, cables and other accessories is still limited to one year. The warranty does not cover scratches, cracks or other damage to the display, front lens cover glass or barcode reader cover glass.

3.5 If the Customer submits a Product for repair/replacement in accordance with this Warranty, and no problem is found (NPF), Serstech shall be entitled to charge the Customer for its time spent investigating the problems reported by the Customer, at Serstech's then current hourly fees. Serstech shall further be entitled to charge the Customer for Serstech's costs incurred in relation to the investigation.

4. LIMITATION OF LIABILITY

4.1 THIS SERSTECH LIMITED WARRANTY IS THE ONLY WARRANTY BY SERSTECH WITH RESPECT TO THE PRODUCTS AND NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, SHALL APPLY.

4.2 SERSTECH'S LIABILITY VIS-À-VIS THE CUSTOMER IN RELATION TO THE PRODUCTS SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE PURCHASE PRICE FOR THE PRODUCTS PAID BY THE CUSTOMER. IN NO EVENT SHALL SERSTECH BE LIABLE TOWARDS THE CUSTOMER FOR ANY LOSS OF PRODUCTION OR PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF CONTRACTS OR FOR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF THE SALE, PURCHASE, USE OR DISPOSITION OF THE PRODUCTS.

5. APPLICABLE LAW

5.1 This Serstech Limited Warranty shall in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect.



Stefan Sandor,
CEO Serstech AB