

## **Getac Three (3) Year Bumper-to-Bumper Warranty**

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user- installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

## **Exclusions and Limitations**

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, hard drive, motherboard, and keyboard are limited to one repair/replacement per unit per

year for damage that occurs due to accidental acts and exposure to environmental conditions.

## This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war:
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (I) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
- (n) damage which occurs in shipment.

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2