



XPLORE TECHNOLOGIES® LIMITED WARRANTY

Terms and Conditions of Warranty to the End User

1. WHAT IS COVERED BY THIS WARRANTY?

Xplore Technologies® Corporation of America, Xplore Technologies® International, and Xplore Technologies® Corp. (collectively "Xplore") warrants for the duration of this warranty that Xplore's products purchased from Xplore or from an Xplore authorized channel partner, which are comprised of the Xplore family of products ("Products") produced by Xplore are to be free from defects in material and workmanship under normal use and service subject to the terms and conditions set out below. This Limited Warranty applies to Xplore's core proprietary Products and excludes, but is not limited to, all other products and accessories supplied and/or distributed but not manufactured by Xplore ("Accessories") which are expressly warranted by their respective manufacturers. For these Accessory items that do not carry the Xplore trademark Xplore will provide a warranty depot service. Software media and the contained data, in addition the abusive wear of the LCD screens, are not covered under this Limited Warranty. This Limited Warranty extends only to the original purchaser of Products from Xplore or an Xplore authorized channel partner ("the Original Purchaser"). It is non-transferable to anyone who subsequently purchases Products from the Original Purchaser.

2. LENGTH OF WARRANTY

This Warranty is valid for a period of three (3) years for the iX104C5™ tablets (except where noted below in Section 5) from the date of receipt of Products by the Original Purchaser and for the period of time offered by the individual manufacturers for other Accessories sold by Xplore. During such period, Xplore will, at its option, either repair or replace with new or reconditioned (of equal or better quality) parts any of the Products sold by Xplore which prove to be defective, provided that such Products are returned in accordance with the terms of this Limited Warranty. All exchanged parts and Products replaced under this Limited Warranty will become the property of Xplore. Extended warranties on the iX Products are available as options. The warranty period for Accessories is as provided by the individual manufacturer.

3. COMPANY INFORMATION

All requests for warranty service from Xplore should be made to the following, otherwise contact your Authorized Xplore Channel Partner:

Xplore Technologies Corp.
(00) 1-866-296-8541, Ext. 222
customersupport@xploretech.com

4. TERMS AND CONDITIONS

This Limited Warranty does not cover any Product not purchased from Xplore or from an Authorized Xplore Channel Partner. This Warranty also does not cover damage resulting from the following:

- i. abuse, accident or misuse as a result of use beyond published Xplore specifications;
- ii. intentional damage;
- iii. modifications and/or alterations of the Product not performed by Xplore or an authorized Xplore Service Repair Center;
- iv. the use of parts not produced or approved by Xplore;
- v. scratches or abrasions to the Product's screen/display
- vi. service work undertaken by anyone other than Xplore or an authorized Xplore Service Repair Center; or
- vii. improper installation (to include the absence of surge protection in vehicle installations), testing, operation, use or handling of the Product.

This Limited Warranty and the statute of limitations shall run concurrently with any acceptance period. No suit, litigation, or action shall be brought based on the alleged breach of this Warranty or implied warranties more than two (2) years after the date of purchase by the Original Purchaser in those jurisdictions allowing such a limitation, otherwise, no such action shall be brought more than two (2) years after the expiration of this Limited Warranty.

5. HOW TO OBTAIN WARRANTY SERVICE

- i. Immediately notify Xplore or the Xplore authorized channel partner who sold the Xplore Products, of problems encountered during the warranty period. As appropriate, Xplore or the Xplore authorized channel partner will provide a return material authorization number (the "RMA" number) for the return of your Product and/or Accessories.
- ii. Label and/or include the following information with the Product/Accessories shipping container:
 - a. your name, address, and telephone number;
 - b. the RMA number received from Xplore or an authorized Xplore channel partner, and;
 - c. a description of the problem.
- iii. Receive shipping instructions from Xplore's authorized channel partner's RMA coordinator when you receive your RMA number. Return the Product and/or Accessories at your expense and with insurance coverage with the above-noted information to the address noted below or an address provided by Xplore's authorized channel partner. Xplore will ship the repaired or replaced Products and/or Accessories to the source.

6. ADDITIONAL INFORMATION

- i. The agents, channel partners and employees of Xplore are not authorized to make modification to this Limited Warranty, or additional representations, warranties or conditions binding on Xplore about or for Products, Accessories, or other products sold or licensed by Xplore. Additional statements, whether oral or written, except signed written statements from an officer of Xplore, do not constitute warranties and should not be relied upon.
- ii. This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another.
- iii. FOR ANY BREACH OR DEFAULT BY XPLORE OF THIS LIMITED WARRANTY OR WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS AND ACCESSORIES, XPLORE'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO XPLORE OR TO XPLORE'S AUTHORIZED CHANNEL PARTNER FOR THE PRODUCT OR ACCESSORY THAT IS THE SUBJECT OF THE CLAIM.
- iv. XPLORE, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED CHANNEL PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR ECONOMIC LOSS OR DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE A PRODUCT OR ACCESSORY EVEN IF XPLORE, ITS AFFILIATES, AUTHORIZED CHANNEL PARTNERS OR SUPPLIERS HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGES.
- v. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, XPLORE DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE.
- vi. Xplore reserves the right to upgrade hardware, software, and firmware at its discretion to the most current level where appropriate during standard warranty service.
- vii. The battery warranty is one (1) year or 300 charge/discharge cycles, whichever comes first.
- viii. The power adapter and cord warranty is one (1) year.