



## PURCHASED CONTRACTS, TERMS AND CONDITIONS

These terms and conditions apply to the following contracts. Refer to R41-0072 for the Factory Warranty Terms and Conditions.

### 1. SERVICEPLUS 5-DAY

All of the benefits and limitations of Datalogic Mobile's Factory Warranty set forth in R41-0072 are available in Datalogic Mobile's **Service Plus 5-Day** maintenance contract, with the following additional benefits:

Turn-around time for repair is typically five (5) Datalogic Mobile business days from the date of receipt.

### 2. SERVICEPLUS 2-DAY

All of the benefits and limitations of Datalogic Mobile's Factory Warranty are available in Datalogic Mobile's **ServicePlus 2-Day** extended warranty, with the following additional benefits:

- (a) Turn-around time for repair or replacement will typically occur within two (2) Datalogic Mobile business days of receipt
- (b) Datalogic Mobile will pay for shipping charges from the customer's location to the Datalogic Mobile repair center via second business day delivery
- (c) Datalogic Mobile will provide return shipment, pre-paid, to the customer location via second business day delivery

**ServicePlus 2-Day** warranty is not available in all geographic locations.

### 3. THREE (3) YEAR SERVICEPLUS 2 DAY COMPREHENSIVE:

All of the benefits and limitations of Datalogic Mobile's **Factory Warranty and ServicePlus 2 Day** are available in Datalogic Mobile's **ServicePlus 3 Year 2-Day Comprehensive**, except for the following:

- (a) 3 year service term must be purchased at the time of product sale
- (b) Covers regular wear and tear, component and parts failures, and incidental damage
- (c) Repair will include equipment that is damaged due to accident, misuse or abuse with the exception of units where the damage is considered to be beyond economical repair. Units considered to be beyond economical repair may be replaced at Datalogic Mobile's discretion.

**ServicePlus 2-Day Comprehensive** is available only as a 3-year program in the United States and other select regions.

**ServicePlus 2-Day Comprehensive** is not available on all Datalogic Mobile product lines.

#### 4. QUICK REPLACEMENT PROGRAM

All of the benefits and limitations of Datalogic Mobile's **Factory Warranty** are available in Datalogic Mobile's **Quick Replacement Program (QRP)**, with the following additional benefits:

- (a) Datalogic Mobile will ship to Customer a replacement unit, freight prepaid, for next business day delivery
- (b) Datalogic Mobile will pay return ground shipping expenses
- (c) Datalogic Mobile owns and manages the pool of replacement units

To obtain replacement product under **QRP**, Datalogic Mobile must be notified of claimed product defect before expiration of the applicable **QRP** period. Requests for replacement product must be made between Monday-Friday, excluding Datalogic Mobile recognized holidays, 6:30 am - 4:00 pm Pacific Time. Datalogic Mobile must receive notification before 12:00 (noon) Pacific Time for next business day delivery of replacement product.

**Customers will be charged the current list price for the replacement unit if the failed equipment is not returned to DATALOGIC MOBILE within fifteen (15) business days from the date the replacement product is shipped.** If the failed equipment is not returned to Datalogic Mobile within 30 days from the date the replacement product is shipped or the invoice is not paid. Datalogic Mobile reserves the right to place the customer's contracts on hold.

Customer agrees to use Datalogic Mobile provided packaging when repacking the product. If damage occurs to the unit due to Datalogic Mobile packaging not being used, Customer will be charged Datalogic Mobile standard repair rates then in effect.

**QRP** is not available in all geographic locations.

**QRP** coverage is confined to within borders of country of original purchase.

#### 5. EXCLUSIONS

**ServicePlus 5-Day, ServicePlus 2-Day and QRP** coverage shall not extend to claims arising from the causes below. The listing is intended to provide examples only and is not all inclusive. This judgment will be prudent and is at the sole determination of Datalogic Mobile.

- System Consumables (e.g. batteries, cables, diskettes, print supplies)
- Defects or damages due to improper use, installation, maintenance, misuse, accidental damage, abuse or neglect
- Product that has been opened, installed, serviced, modified or altered by unauthorized personnel including but not limited to rework, hardware retrofit and software activity
- Warranty void labels that have been tampered with or are missing
- Defects or damage caused by connection to other products which Datalogic Mobile is not liable for
- Connection of product to an unapproved host device or power source
- Use of batteries not approved by Datalogic Mobile
- Theft of equipment or components
- Excessive Dirt/Contamination affecting performance specs
- Spillage of liquids and other foreign substances on products
- Defacement or removal of serial number label
- Scratched, contaminated, and or damaged optical components
- Missing parts (unit could not have operated with out it)
- Broken/Cracked/Disfigured displays, windows, housings, PC boards or triggers
- Broken/Cracked plastic parts internal/external
- Torn or missing keypads, gaskets, seals, o-rings, soft external parts or other flexible parts
- Charred or melted product and or parts
- Corrosion damage caused by battery leakage (includes leakage caused by charging of Alkaline batteries)
- Minor blemishes such as scratches, dents etc.
- Product exposed to environments beyond specification
- Products exposed to man made and/or natural disasters
- Products damaged during transport
- Adjustment, cleaning or maintenance work on the equipment

An evaluation fee may be charged for units that are returned with minor cosmetic damage or where no problem is found.

If **Factory Warranty, ServicePlus 5-Day or ServicePlus 2-Day** product failure is not covered Customer will be charged the flat rate repair rates or Time and Materials quote for the repair of the units at the then current repair rates. If the quote is declined the unit will be returned un-repaired and an evaluation fee will be billed.

**ServicePlus 2 Day Comprehensive** coverage shall not apply to any of the exclusions noted in **ServicePlus 5-Day, ServicePlus 2-Day and QRP** except for the following.

- Excessive Dirt/Contamination affecting performance specs
- Scratched, contaminated, and or damaged optical components
- Broken/Cracked/Disfigured displays, windows, housings, PC boards or triggers
- Broken/Cracked plastic parts internal/external
- Torn or missing keypads, gaskets, seals, o-rings, soft external parts or other flexible parts
- Minor blemishes such as scratches, dents etc.

A product is deemed to be beyond economical repair when 75% of the main components are damaged or non-functional. If a product is determined to be not repairable, customer will be notified and product may be returned un-repaired, to customer at their request. Datalogic Mobile will notify and work with customers that habitually return damaged units. Datalogic Mobile reserves the right to cancel comprehensive coverage for customers that return damaged units on a recurrent basis. An evaluation fee may be charged for units that are returned with minor cosmetic damage or where no problem is found.

If **QRP** product failure is not covered, Customer will be charged Datalogic Mobile standard repair rates then in effect for repair of product. If the repair requires greater than 66% of the main components to be replaced, customer will be billed the list price currently in effect for a replacement unit. If the unit can be repaired but the repair price exceeds the Flat Rate repair price in effect at that time, customer will be billed for the repair on a time and materials basis.

**ALL CONTRACT PROGRAMS (QRP, SERVICEPLUS 2-DAY COMPREHENSIVE, SERVICEPLUS 2-DAY, AND SERVICEPLUS 5-DAY) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Configuration, data and applications may be erased during the repair process. If this occurs customer will need to reload software as required. Coverage of consumable items such as batteries and hand straps are excluded from coverage.

**Datalogic Mobile reserves the right to place customer's warranty contracts on hold for failure to make payment.**

## 6. LIMITATION OF LIABILITY

DATALOGIC MOBILE 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 DATALOGIC MOBILE 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 DATALOGIC MOBILE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. RENEWAL OR OUT-OF-WARRANTY COVERAGE

**ServicePlus 5-Day, ServicePlus 2-Day and QRP** are renewable for successive periods prior to expiration of warranty period or contract period subject to availability. After expiration of warranty period or coverage, **ServicePlus 5-Day, ServicePlus 2-Day** and **QRP** may require factory inspection of the unit to be placed on contract. An inspection fee may be charged.

**ServicePlus 2 Day Comprehensive** is non-renewable but units may be moved to coverage under a different maintenance contract.

## 8. ASSIGNMENT

Customer may assign or otherwise transfer its rights or obligations under Factory Warranty, **ServicePlus 5-Day, ServicePlus 2-Day, ServicePlus 2 Day Comprehensive** or **QRP** only to a purchaser or transferee of product. Datalogic Mobile must be notified of transfer within 10 business days. No attempted assignment or transfer in violation of this provision shall be valid or binding upon Datalogic Mobile.

## 9. RISK OF LOSS

Customer shall bear risk of loss or damage for product in transit to Datalogic Mobile. Datalogic Mobile shall assume risk of loss or damage for product in Datalogic Mobile possession or product being returned to Customer by Datalogic Mobile, 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. Datalogic Mobile will select the carrier, but Datalogic Mobile shall not thereby assume any liability in connection with the return shipment.

## 10. CANCELLATION

**ServicePlus 5-Day, ServicePlus 2-Day, ServicePlus 2-Day Comprehensive and QRP** may be canceled for a full refund within thirty (30) days of receipt of purchase order or before receipt of the first unit to be repaired, whichever comes first. Once this period has expired, cancellation of **ServicePlus 5-Day, ServicePlus 2-Day, ServicePlus 2-Day Comprehensive and QRP** is non-refundable.

## 11. CHANGES IN TERMS

The terms and conditions of the warranties listed in this document may change without prior notice.

## 12. ACCEPTANCE OF TERMS

Customer's submission of a purchase order to Datalogic Mobile assumes automatic acceptance of these terms and conditions.