



## RuggedT Service Agreement

RuggedT offers a **12-month** Service Agreement under the name of RuggedT Standard Warranty. This Service Agreement will come into effect as soon as the contracted hardware are delivered to RuggedT's customers.

### Standard Warranty Coverage

➤ **RuggedT** warrants the products to be:

1) free from defects in material and workmanship under **normal use** and service for a period of twelve(12) months **from the date of delivery to Buyer**;

2) conformed with RuggedT's **specifications** and **user manual**. Once the products are sold, RuggedT has no obligation to modify or update them.

➤ RuggedT's obligation for defective product shall be limited to **repair** or **replace** (at RuggedT's sole option), the defective product is free of charge if RuggedT determines the product failed due to defects in **material** and **workmanship**. Buyer is responsible for shipment to RuggedT and bears all costs and risks associated with this transportation; RuggedT is responsible for return shipment fees to Buyer. In the event of RuggedT determines there is no defect ("No Defect Found") or is **not qualified for warranty repair**, RuggedT shall charge Buyer for **return shipment** and a **minimum repair fee**.

➤ In this warranty, Repair shall mean the repair or adjustment of the product to

remedy the defect defined by this warranty and reinstate the product to **normal operating condition**. RuggedT may use new to remedy the defect at RuggedT's option. Replace shall mean RuggedT replaces the product with the same construction or equivalent of the original one. Any replaced part or product shall belong to RuggedT and the replacement part or product shall belong to Buyer. However repair and/or replacement of a product shall not extend the original applicable warranty period.

- Buyer may be required to provide RuggedT with evidence of the date a product was delivered and the original contract was signed with RuggedT.
  
- The warranties don't apply to defects resulting from –
  - 1) improper or inadequate maintenance by Customer;
  - 2) customer or third party supplied software;
  - 3) unauthorized modification;
  - 4) improper use or operation outside of the conditions specified for the products, improper site preparation;
  - 5) abuse, negligence, accident, liquid spillage, acts of nature such as flood or lightning damage, loss or damage in transit;
  - 6) unauthorized maintenance or repair.
  
- The above warranties, except as to title, are exclusive of, and in lieu of, all other warranties, written or oral, express or implied, statutory or otherwise. No implied statutory warranties of merchant-ability or fitness for a particular purpose shall apply. RuggedT shall **not be bound by any representation or warranty made by any other person**, including re-sellers, distributors, dealers, and employees of RuggedT. RuggedT shall not be held liable for indirect, incidental or consequential damages, and shall not have liability exceed that actual amount paid to RuggedT for the products. In no event shall RuggedT be held liable for damages incurred by re-sellers or their Buyer as a result of use

of a product beyond its intended use.

### **RuggeT Return Policy**

- Customer must prepare **proper clearance invoice to avoid any duty tax** during its return, any exceptions to the Return Policy must be agreed upon in writing between RuggedT and the Customer prior to return. The accessories without any defect should not be sent together with devices.
- **Incoming freight and insurance for all warrant-able returns shall be prepaid by Customer.** Any product sent by freight collect or COD will automatically be rejected by RuggedT.
- During the warranty period, products alleged to be defective can be returned to RuggedT at the Customer's expense.
- RuggedT shall repair or replace, at its choosing, products that prove to be defective and may, at its option, use new or re-manufactured/refurbished parts to make such repairs or replacements.
- RuggedT shall pay for the return shipping back to Customer but shall not be responsible for any tariffs or duties that may be incurred returning the product back to the Customer.

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