

Augmentix Limited Warranty

Terms and Conditions of Warranty for the End User

1. What is Covered by this Limited Warranty

Augmentix Corporation ("Augmentix") warrants during the Warranty Period (defined below) that Augmentix's Products, which are comprised of the Augmentix notebook and A+ server computer products and peripherals, including Accessories (defined below) (collectively, the "Products"), are free from defects in material and workmanship under normal use and perform substantially in accordance with Augmentix published specifications, subject to the terms and conditions set out below. Software, software media and any data or information stored or used with the Products are not covered under this Limited Warranty. This Limited Warranty extends only to the original purchaser of Products from Augmentix or an Augmentix authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases Products from the Original Purchaser. A purchase receipt or other proof of date of original purchase may be required before warranty performance is rendered. Products and/or services acquired from or through a third-party provider ("Third-Party Products"), sold to the Original Purchaser will carry the third-party provider's pass through warranty, if any.

2. Length of Limited Warranty

This Limited Warranty is valid for a period of three (3) years for the Products and one (1) year on batteries and carrying cases ("Accessories") from the date of receipt of Products by the Original Purchaser ("Warranty Period") and for the period of time offered by the individual manufacturers for Third-Party Products sold by Augmentix. During the Warranty Period, Augmentix will, at its option, as the sole obligation for Products that fail to comply with this Limited Warranty, either repair or replace with new or reconditioned (of equal or better quality) parts any of the Products which prove to be defective, provided that such Products are returned in accordance with the terms of this Limited Warranty. Augmentix reserves the right to upgrade hardware, software and firmware at its discretion to the most current level where appropriate during standard warranty service. All exchanged parts and Products replaced under this Limited Warranty will become the property of Augmentix. Extended warranties and other professional services on Products are available as options. The pass-through warranty for Third-Party Products may have additional or different terms and conditions, which will prevail with respect to such Third-Party Products. Out-of-warranty repairs will be completed at Augmentix's current rates for materials and labor. Quotation for repairs and shipping will be provided by Augmentix.

3. Terms and Conditions

This Limited Warranty does not cover any Product not purchased from Augmentix or from an Augmentix authorized reseller. This Limited Warranty also does not cover damage resulting from, without limitation, the following:

- abuse, mishandling, misapplication, accident, misuse, negligence or use of the Product for purposes other than those for which it was designed;
- modifications and/or alterations of the Product or service work not performed by Augmentix or an authorized Augmentix Service Repair Center;
- wear, scratches or abrasions to the Product's LCD screen/display;
- damage caused by impact with other objects, or drops, including, without limitation, broken displays, hard drive sector damage, read/write head damage, or physical breakaway of internal components;
- the use of parts not produced or approved by Augmentix;
- damage caused by liquid or dust/dirt intrusion into the inside of the Product as a result of case fracture or external doors being left open;
- improper installation (to include the absence of surge protection in vehicle installations), testing, operation, use or handling of the Product; or
- acts of God.

No suit, litigation, or action will be brought based on the alleged breach of this Limited 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 will be brought more than two (2) years after the expiration of this Limited Warranty.

This Limited Warranty will be governed by the laws of the State of Texas, without regard to its conflict-of-laws rules.

4. How to Obtain Warranty Service

During the Warranty Period, immediately notify Augmentix or the Augmentix authorized reseller who sold the Product of problems encountered. As appropriate, Augmentix or the Augmentix authorized reseller will determine if the Product must be returned to an Augmentix Service Repair Center or a customer replaceable part can be dispatched. If the Product must be returned to an Augmentix Service Repair Center, then a return material authorization number (the "RMA" number) is required to return your Product.

Label and/or include the following information with the Product shipping container:

- your name, address and telephone number;
- the RMA number received from Augmentix or an Augmentix authorized reseller; and
- a description of the problem.

Return the Product in the original or equivalent packaging with the above-noted information to an address provided by the Augmentix Customer Care Team or an address provided by the Augmentix authorized reseller.

- **Notebook Products:** In the United States, Augmentix will pay for standard overnight shipping and insurance charges from your location to the Augmentix Service Repair Center in the United States and back to you. For locations outside the United States, you must ship the Product pre-paid and insured to the designated Augmentix Service Repair Center and Augmentix will pay the shipping and insurance charges for return of the Product to you.
- **Server Computer Products:** You must pre-pay and insure shipments from your location to the designated Augmentix Service Repair Center. Augmentix will ship the Product back to you pre-paid and insured via the same shipping method as it was received.

Before you ship the Product, make sure to back up the data on the hard drive(s) and any other storage device(s) in the Product. Remove any confidential, proprietary information and removable media such as floppy disks, CDs, DVDs, or PC Cards. Augmentix is not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data or software; or damaged or lost removable media. In the event No Trouble is Found (NTB) with the returned Product, Augmentix reserves the right to charge an NTB fee.

All requests for warranty service from Augmentix should be made to the following point of contact, or contact your Augmentix authorized reseller:

Web Support	http://www.augmentix.com/support
Customer Service & Warranty Support	Toll Free: 866.556.0088 x4 Email: support@augmentix.com

5. Limits and Exclusions

The agents, resellers and employees of Augmentix are not authorized to make modifications to this Limited Warranty, or additional representations, warranties or conditions binding on Augmentix about or for Products or Third-Party Products sold or licensed by Augmentix. Additional statements, whether oral or written, except signed written statements from an officer of Augmentix, do not constitute warranties and should not be relied upon.

For any breach or default by Augmentix of this limited warranty or with respect to any claim arising from or related to the Products and Third-Party Products, Augmentix's entire liability, regardless of the form of action, whether based in contract or tort (including negligence), will in no event exceed the amount paid by you to Augmentix or to Augmentix's authorized reseller for the Product or Third-Party Product that is the subject of the claim.

Augmentix, its affiliates, authorized resellers and suppliers are not liable for any indirect, special, incidental, consequential or punitive damages, including without limitation, any lost profits, failure to realize expected savings, loss of business or goodwill, loss of use, lost data or other economic loss or damages, arising out of the use or inability to use a Product or Third-Party Product even if Augmentix, its affiliates, authorized resellers or suppliers have been advised of or could reasonably foresee the possibility of such damages.

Except for the limited warranty expressly set forth above, Augmentix disclaims all representations, warranties and conditions of any kind or nature, including without limitation, implied warranties and conditions of merchantability and fitness for a particular purpose, and any warranties of quality, performance, results, durability, title, and those arising by statute or otherwise in law from a course of dealing or usage of trade.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another.



Austin, TX USA PHONE 512.334.0111 or 866.556.0088 FAX 512.334.0112 EMAIL info@augmentix.com WEB www.augmentix.com

Augmentix and the Augmentix logo are a registered trademark of Augmentix Corporation. All other trademarks are the sole property of their respective owners. Augmentix is registered in the CCR with the United States Small Business Administration. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from one jurisdiction to another. All rights reserved. © 2010 Augmentix Corporation. P/N: 11669 Rev A04