



Appro Standard Limited Warranty

General

Appro International, Inc. ("APPRO") Standard Limited Warranty gives you, the customer, expressed limited warranty rights from APPRO, the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with APPRO.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, APPRO MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPRO EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS APPLICABLE IN ALL COUNTRIES AND MAY BE ENFORCED IN ANY COUNTRY WHERE APPRO OR ITS AUTHORIZED SERVICE PROVIDERS OFFER WARRANTY SERVICE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS LIMITED WARRANTY. HOWEVER, WARRANTY SERVICE AVAILABILITY AND RESPONSE TIMES MAY VARY FROM COUNTRY TO COUNTRY AND MAY ALSO BE SUBJECT TO REGISTRATION REQUIREMENTS IN THE COUNTRY OF PURCHASE. IF SO, YOUR APPRO AUTHORIZED SERVICE PROVIDER CAN PROVIDE YOU WITH DETAILS.

Standard Limited Warranty Repair or Replacement

During the Standard Limited Warranty Period, APPRO will, within a reasonable time, repair your product or replace any defective component. In the unlikely event that your APPRO Hardware has a recurring failure, APPRO, at its sole discretion, may elect to provide you with a replacement unit of APPRO's choosing that is the same or equivalent to your APPRO Hardware in performance. This is your exclusive remedy for defective products. APPRO reserves the right to elect, at its sole discretion, to give you a refund of your purchase price (less interest) instead of a replacement upon prompt return of the hardware product to your APPRO Authorized Service Provider or other APPRO designates. All component parts or hardware products removed under this Limited Warranty become the property of APPRO. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the thirty (30) day Limited Warranty of the replacement part.

APPRO Hardware

This Standard Limited Warranty applies only to the APPRO-branded products (collectively referred to in this Standard Limited Warranty as "APPRO Hardware") sold by Appro International, Inc., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Standard Limited Warranty as ("APPRO")) with this Standard Limited Warranty. The term "APPRO Hardware" is limited to the hardware components and required firmware. The term "APPRO Hardware" DOES NOT include any software applications or programs.

Unless otherwise stated, and to the extent permitted by local law, hardware products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. APPRO may repair or replace APPRO hardware products (i) with equivalent products to the products being repaired or replaced but which may have been subject to prior use, (ii) with products containing remanufactured parts equivalent to new in performance or parts that may have been used, or (iii) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the APPRO Hardware in which they are installed, whichever is longer.

Non-APPRO hardware

All non-APPRO hardware products or peripherals external to the central processor unit—such as switches and other peripherals—are covered by the applicable vendor warranties for those products. Non-APPRO hardware products are not warranted by APPRO. However, non-APPRO manufacturers, suppliers, or publishers may provide their own warranties directly to you.

Proof of Purchase and Limited Warranty Period

APPRO warrants that the APPRO Hardware that you have purchased from APPRO is free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase from APPRO. Your invoice showing the date of shipment of the product is your proof of purchase. You may be required to provide proof of purchase as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your APPRO Hardware is required within the Limited Warranty Period.

Exclusions

APPRO does not warrant that the operation of this hardware product will be uninterrupted or error-free. APPRO is not responsible for damage that occurs as a result of your failure to follow the instructions that came with the APPRO Hardware. This Standard Limited Warranty does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the published operating specifications for the product; (c) by software, interfacing, parts or supplies not supplied by APPRO; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) APPRO, (ii) an APPRO authorized service provider, or (iii) your own installation of end-user replaceable APPRO or APPRO approved parts if available for your product in the servicing country. This Standard Limited Warranty does not apply to consumable parts.

This Standard Limited Warranty extends to the original end-user purchaser of this APPRO Hardware Product and is transferable to anyone who obtains ownership of the APPRO Hardware Product from the original end-user purchaser, providing that they notify APPRO in writing at the time of transfer of ownership.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. APPRO IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. APPRO IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY APPRO WHEN THE PRODUCT IS MANUFACTURED.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THIS STATEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND APPRO REGARDING THE APPRO HARDWARE YOU HAVE PURCHASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN APPRO SALES LITERATURE OR ADVICE GIVEN TO YOU BY APPRO OR AN AGENT OR EMPLOYEE OF APPRO—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OF THE APPRO HARDWARE. No change to the conditions of this Standard Limited Warranty is valid unless it is made in writing and signed by an authorized officer of APPRO.

Limitation of Liability

IF YOUR APPRO HARDWARE FAILS TO WORK AS WARRANTED, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. APPRO'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL APPRO BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING ANY LOST PROFITS OR SAVINGS) OR OTHER DAMAGE. APPRO IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED APPRO OR AN AUTHORIZED REPRESENTATIVE OF APPRO OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Options and Software Limited Warranties

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END-USER LICENSE OR PROGRAM LICENSE AGREEMENT, APPRO DOES NOT WARRANT SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY APPRO. APPRO's only warranty obligations with respect to non-APPRO software distributed by APPRO are set forth in the applicable end-user license or program license agreement provided with that software. Non-APPRO software products are not warranted by APPRO. However, non-APPRO manufacturers, suppliers, or publishers may provide their own warranties directly to you.

Appro Branded Software

APPRO branded software is fully covered under the provisions of the Standard Limited Warranty. APPRO will provide free software upgrades of purchased APPRO branded software; any hardware modifications (if any) required to support upgraded Appro branded software are the customer's responsibility and cost. The free upgraded software will assume the original software's warranty period or ninety (90) days, whichever is longer.

APPRO Standard Limited Warranty

- 2-year standard limited warranty.
- The warranty covers: replacement of factory parts and labor.
- Help Desk Support 8 AM to 5 PM PST (Monday through Friday except holidays).
- For repair or replacement parts, a RMA number is required. Product will be returned to Appro (freight paid by customers; parts will be repaired or replaced by Appro and returned via standard shipping. There is no additional charge to the customer for Standard level services.
- Warranty is valid from the date of shipment.
- Repair times vary depending on the repair. Under normal circumstances, a repair takes one business week. In the event the repair takes longer, APPRO customer service representative will contact the customer for the next course of action.
- Items outside the warranty coverage will be charged normal repair charges, including return freight.

Contacting APPRO

- In the United States and Canada, refer to the APPRO website at www.appro.com
- Toll-free customer support in the United States and Canada
- 1.800.927.5464

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