


# AOPEN Devices Warranty

Thank you for purchasing our product. For the right warranty service, please read and preserve this document. AOPEN warrants this product to be free from defects in materials and workmanships for warranty period. This document notes the serial number. If the serial number is not consistent with the warranty document then AOPEN will not provide warranty service.

Warranty period may vary from country/region to country/ region. Please check with your local representatives.

1. Please note the product information in detail and keep the original receipt of the purchase. The warranty period starts from the purchase date.
2. AOPEN's warranty is subject to the laws and local regulations of the country where the product was purchased. AOPEN provides warranty for all lawfully purchased products. All AOPEN products are sold on commercial basis and may not be covered under consumer law in some regions.
3. As to the regions where Statutory Consumer Law applies, AOPEN products come with guarantees that cannot be excluded under the Statutory Consumer Law. The Customer is entitled to replace or refund for a major failure if products fail to be of acceptable quality. The Customer is also entitled to have products repaired or replaced if products fail to be of acceptable quality and failure does not amount to a major failure.
4. The Customer acknowledges and agrees that, to the extent permitted by applicable law (and subject to any non-excludable terms specified) a breach will void any warranties provided to the Customer under this document in respect of the relevant material or deliverables.
5. If returned product is considered to have exceeded its product warranty, then it will be repaired, and paid for in advance as per prior agreements made between AOPEN, the reseller and customer.
6. The warranty does not cover and AOPEN is not responsible for listed exclusions:  


- Damage to the product caused by improper use, such as liquid entry, external force, drop, improper installation, improper loading, improper modification, improper testing;
- Damage to the product caused by environmental factors, such as improper temperature, improper moisture, power surge;
- Damage to the product caused by improper operational procedures that lead to software damage or computer viruses;
- Forgotten or lost security passwords that results in the system being unable to operate normally;
- Damage to the product caused by improper software installation;
- If AOPEN deems that the product has been tampered with, repaired or modified by non-authorized personnel;
- Damage to the product caused by improper packing or transportation;
- Alteration of the product serial number or product information;
- Broken or altered warranty seals;
- Product information does not comply with product;
- Warranty deadline has been exceeded;
- Damage due to or in conjunction with any improper third party component;
- Damage to the product caused by natural disasters such as thunder strike, flood, earthquake etc;
- Damage to the product caused by other improper operation.

**7. The warranty does not cover any consumables, accessories, OS .**

**8. Important Items to Note:**

- Please keep the original product packaging as it can provide better protection for the product during transportation for warranty service;
- Remove any passwords for accessing product, only provide them if necessary to the relevant personnel;
- Backup and remove personal information from product;
- Keep and do not return accessories, such as adapter when returning the product for warranty service;
- After the warranty service been processed, the product will be returned to sender via a prior agreed method. If the product is still undeliverable after 30 days of repair with AOPEN's service team, AOPEN will dispose it in accordance with the applicable laws and regulations.



For any Deliverable that consists of software, the Customer acknowledges that:

The Deliverable and its operation will not be uninterrupted or error-free;

The performance of the Deliverable (including response times) will depend on factors outside the parties' control including the design and performance of the Customer's systems, the state of the relevant telecommunications networks, including their interconnections and possible network congestion;

Although AOPEN will implement reasonable security procedures, it does not make any warranties with regard to unauthorized access to information or data. The procedure for making a claim under AOPEN warranty is as follows:

The Customer must, within the warranty period, return the defective Deliverable to AOPEN or an AOPEN nominated repair center at the Customer's expense (including any insurance). A copy of original receipt of purchase must be uploaded for evaluation by AOPEN and the Customer agrees to provide information for AOPEN's marketing purpose.

Only after AOPEN has made its evaluation will the appropriate action be taken at AOPEN's discretion;

Where AOPEN determines there is a material defect in the Deliverables, AOPEN will:

- Take reasonable steps to rectify the defect (which may involve the rectification or replacement of the Deliverable); and/or
- Provide an alternative product with equivalent functionality if the original Deliverable is no longer reasonably available.

AOPEN may charge the Customer an additional fee for any added work or resources

required to identify or rectify a problem, to the extent that the problem is caused or contributed to by any external cause including:

operation of the Deliverable other than in accordance with operational requirements or instructions provided by AOPEN or in any manufacturer's documentation;

- Any actual or attempted modification or repair made by the Customer or a third party which is not approved or authorized by AOPEN;
- External causes including accident, neglect, misuse, vandalism, ingress of water, power surge or spike;



- Use with or connection of a Deliverable to items not approved by AOPEN or the relevant manufacturer, or otherwise not specified in the Order; or
- Failure to maintain the Deliverable in accordance with requirements or instructions provided by AOPEN or in any manufacturer's documentation.

AOPEN may also charge the Customer an additional fee if, on inspection, no material fault is found in the Deliverable.

Where any Deliverables consist of or include any Third Party Products, without any limiting clause:

The warranty in respect of said Third Party Products will be that specified by the licensor, manufacturer or supplier of those Third Party Products;

AOPEN will take reasonable steps to pass on the benefit of any warranties, representations or undertakings provided by the licensor, manufacturer or supplier of those Third Party Products, and will act as the point of contact between the Customer and the licensor, manufacturer or supplier of the Third Party Products. AOPEN will not be liable with regard to the defect and the activities of the licensor, manufacturer or supplier. The licensor, manufacturer or supplier of the third party products will be solely responsible with regard to the rectification of the defect.

This is the limit of AOPEN's liability with regard to defective Third Party Products.

The Customer acknowledges that it has relied on its own independent assessment and judgment in determining whether the Deliverables will meet the Customer's technical and business requirements.

Where the Deliverables are provided to meet a specification or design provided or mandated by the Customer, AOPEN's only responsibility is to ensure that the Deliverables comply with that specification or design provided by the Customer. Without limiting this clause, AOPEN does not warrant that a Deliverable will inter-operate with any third party hardware or software not provided by or on behalf of AOPEN;

To the extent permitted by applicable law, and notwithstanding any other provision in this document, AOPEN gives no representation or warranty for or on behalf of any of its licensors, and other than stated in such licensors' own end user license agreements; such licensors have no liability whatsoever to the Customer or any other person under this document, or in connection with any Deliverable.



Except for the express warranties stated, to the extent permitted by the law, AOPEN excludes all conditions and warranties.

Where legislation implies any condition or warranty (non-excludable term), and that legislation avoids or prohibits provisions in a contract excluding, or modifying the application or exercise of or liability under such non-excludable term, that non-excludable terms are deemed to be included in this document.

However, AOPEN's liability for any breach of the non-excludable terms is limited to:

- The repair or replacement of the relevant Deliverable;
- The supply of equivalent goods or services; or
- Reimbursing cost of replacing the Deliverable or of supplying equivalent goods or services.

#### Returns, Cancellations and Claims

To the extent permitted by applicable law, the Customer cannot return any Deliverable to AOPEN without obtaining AOPEN's prior consent, and then only on such terms as AOPEN determines. AOPEN reserves the right to refuse any return. If AOPEN consents to the return of a Deliverable, the Customer is not entitled to deduct the amount of any anticipated credit from any payment due to AOPEN, but must await receipt of a credit note from AOPEN.

The Customer cannot cancel any order for Deliverables or any part of that order without obtaining AOPEN's prior written consent, and then only on such terms (including as to the payment of an appropriate charge) as AOPEN may determine. AOPEN reserves the right to refuse that consent.

Customer must submit in writing to AOPEN all complaints, claims, or notifications of an incomplete Deliverable, a Deliverable damaged in transit, or a Deliverable that does not comply with the specifications referred to in the Order, within seven (7) days of delivery of the Deliverable. The Customer must also return the Deliverable to AOPEN for inspection and verification, or make it available for AOPEN to inspect at the Customer's premises, as directed by AOPEN. Otherwise, the Customer is deemed to have accepted the Deliverable.

The Customer must inspect the Deliverables promptly upon delivery at the nominated location, prior to any use or handling by the Customer or a third party. Where any damage or non-compliance with the specifications is found, the Customer must



immediately notify AOPEN in writing in accordance with the above. In the event that damage or noncompliance is found after the initial inspection, AOPEN reserves the right to make a final decision on whether a warranty claim is applicable.

### Third Party Products

Where a Deliverable contains or consists of any Third Party Product including but not exclusive of software, documentation or products licensed to AOPEN by a third party, the Customer acknowledges and agrees that:

The Customer's possession and use of that Third Party Product will be governed by the separate licensing terms of the licensor of the Third Party Product (which, where reasonably possible, will be provided to the Customer at the same time as the software, and may be specified in the terms and conditions)

The Customer will be bound by these licensing terms and indemnifies AOPEN and its licensors from any loss or damage that AOPEN or its licensors may incur as a result of the Customer's breach of these licensing terms;

Warranties relating to the Third Party Products will only be those specified

To the extent permitted by applicable law, AOPEN and its licensors will have no liability to any person including the Customer or any Customer in relation to such Third Party Products.