

ActivForce Warranty Policy



ActivForce 2 Products Only

This Activbody One-Year Limited Warranty (the “Warranty”) gives you specific legal rights, and you may have other rights that vary from state to state (or by country or province). Other than as permitted by law, Activbody, Inc. (“Activbody”) does not exclude, limit or suspend other right you may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights you should consult the laws of your country, province or state.

WARRANTY LIMITATIONS

To the extent permitted by law, this warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Activbody disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, activbody limits the duration and remedies of such warranties to the duration of this express warranty and, at activbody’s option, the repair or replacement services described below. Some states (countries and provinces) do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you.

WARRANTY COVERAGE

This Warranty covers the Activforce 2 branded hardware product and Activforce 2 branded accessories contained and sold in the original packaging (the “Product”) against defects in materials and workmanship when used normally in accordance with Activbody’s published guidelines for a period of

ONE (1) YEAR from the date of original retail purchase by the end-user, purchaser (the "Warranty Period"). Activbody's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

All claims made under this Warranty will be governed by the terms set out in this Warranty document.

PRODUCTS NOT COVERED BY THE WARRANTY

This Warranty does not apply to products other than the Product or any software, even if packaged or sold with the Product. Manufacturers, suppliers, publishers or distributors other than Activbody may provide their own warranties. Please contact them for further information. Software distributed by Activbody with or without the Activbody or Activforce 2 brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Activbody does not warrant that the operation of the Product will be uninterrupted or error-free. Activbody is not responsible for damage arising from failure to follow instructions relating to the Product's use. This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet the Product's specifications; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by operating the Product outside Activbody's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Activbody; (g) to an Product that has been

modified to alter functionality or capability without the written permission of Activbody; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (i) if any serial number has been removed or defaced from the Product; or (j) if Activbody receives information from relevant public authorities that the product has been stolen and you cannot prove in any way that you are the authorized user of the Product (e.g. by presenting proof of purchase).

YOUR RESPONSIBILITIES

Before receiving warranty service, Activbody or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Activbody's procedures for obtaining warranty service.

Following warranty service your Product or a replacement device will be returned to you as your Product was configured when originally purchased, subject to applicable updates. Activbody may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications may not be compatible or work with the Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of software programs, data and information used in conjunction with any Product are not covered under this Warranty.

Important: Do not open or disassemble the Product. Opening the Product may cause damage that is not covered by this Warranty. Only Activbody or an authorized agent should perform service on the Product.

modified to alter functionality or capability without the written permission of Activbody; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (i) if any serial number has been removed or defaced from the Product; or (j) if Activbody receives information from relevant public authorities that the product has been stolen and you cannot prove in any way that you are the authorized user of the Product (e.g. by presenting proof of purchase).

YOUR RESPONSIBILITIES

Before receiving warranty service, Activbody or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Activbody's procedures for obtaining warranty service.

Following warranty service your Product or a replacement device will be returned to you as your Product was configured when originally purchased, subject to applicable updates. Activbody may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications may not be compatible or work with the Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of software programs, data and information used in conjunction with any Product are not covered under this Warranty.

Important: Do not open or disassemble the Product. Opening the Product may cause damage that is not covered by this Warranty. Only Activbody or an authorized agent should perform service on the Product.

CLAIMS UNDER THE WARRANTY

If during the Warranty Period you submit a claim to Activbody or its authorized agent in accordance with this Warranty, Activbody will, at its option:

- (i) repair the Product using new or previously used parts that are equivalent to new in performance and reliability;
- (ii) replace the Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability; or
- (iii) exchange the Product for a refund of your purchase price.

Activbody may request that you replace certain user-installable parts. A user-installable part that has been installed in accordance with instructions provided by Activbody, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Product or part is replaced, or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Activbody's property.

HOW TO OBTAIN WARRANTY SERVICE

Please contact Activbody customer service using the information provided below. An Activbody customer representative will help determine whether your Product requires service and, if it does, will inform you how Activbody will provide it. When contacting Activbody via telephone, other charges may apply depending on your location.

Online information with details on obtaining warranty service is provided below.

WARRANTY SERVICE OPTIONS

Activbody will provide warranty service through one or more of the following options:

- (i) Mail-in service. If Activbody determines that your Product is eligible for mail-in

service, Activbody will send you prepaid waybills. The customer is responsible for packing materials and properly packing the Product, so that you may ship your Product to an Activbody repair location. Instructions may be sent to you via email or in hard copy with the packaging material. Once service is complete, the Activbody repair location will return the Product to you. Activbody will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Product are followed.

(ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply:

(a) Service where Activbody requires return of the replaced Product or part. Activbody may require a credit card authorization as security for the retail price of the replacement Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Activbody will offer alternative arrangements for service. Activbody will ship a replacement Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Product or part. If you follow the instructions, Activbody will cancel the credit card authorization, so you will not be charged for the Product or part and shipping to and from your location. If you fail to return the replaced Product or part as instructed or return a replaced Product or part that is ineligible for service, Activbody will charge your credit card for the authorized amount.

(b) Service where Activbody does not require return of the replaced Product or part. Activbody will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

(c) Activbody is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Activbody at the telephone number listed below.

Activbody reserves the right to change the method by which Activbody may provide warranty service to you, and your Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, Activbody may repair or replace Products and parts with comparable Products and parts that comply with local standards.

LIMITATION OF LIABILITY

Except as provided in this warranty and to the maximum extent permitted by law, activbody is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to, compromise or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming, or reproducing any program or data stored in or used with the product or any failure to maintain the confidentiality of information.

Activbody disclaims any representation that it will be able to repair any product under this warranty or replace the product without risk to or loss of information. Some states (countries and provinces) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may

not apply to you.

GENERAL

No Activbody reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Product purchase took place.

Activbody or its successor is the warrantor under this Warranty.