

Inventory Alliance Technology Limited Warranty

HARDWARE: Inventory Alliance Technology, LLC ("IAT") warrants to the original end user ("Customer") that its keypad products will be free from defects in workmanship and materials, for a period of one hundred and eighty (180) days from the original date of purchase from IAT or its authorized reseller to Customer. The provisions of this warranty shall not apply if, in the sole judgement of IAT, the product has been subject to misuse or neglect, improper installation, damaged in any way, or repaired or altered in any way except by an authorized IAT repair facility. IAT's sole obligation under this express warranty shall be, at IAT's option, to replace the product or part with a comparable product or part, repair the product or part, or if neither repair nor replacement is reasonably available, IAT may, in its sole discretion, refund to Customer the purchase price paid for the product or part. Replacement products or parts may be new or reconditioned. IAT warrants to the customer any replaced or repaired product or part, and any hardware upgrade to which Customer is entitled under an agreement between Customer and IAT, for a period of one hundred and eighty (180) days from the date of the repair, replacement or upgrade. All products or parts that are replaced become the property of IAT. This warranty does not cover products sold AS IS or WITH ALL FAULTS.

IAT does NOT warrant any PDA, scanners or other products that may have been purchased from IAT or from others. For warranty information pertaining to a PDA, scanners or other products refer to the warranty provided by its manufacturer.

SOFTWARE: IAT does NOT warrant any software used in conjunction with its keypads. Software issues must be resolved with the software providers.

OBTAINING WARRANTY SERVICE: Customer must contact IAT within the applicable warranty period to obtain warranty service authorization. Dated proof of original purchase from IAT or its authorized reseller will be required. IAT is not responsible for Customer products or parts received without a warranty service authorization. For service, Customer must return the product to an authorized repair facility, of IAT's choice, within the United States of America, at Customer's expense.

IAT shall not be responsible for Customer's software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to IAT for service, whether under warranty or not.

Products or parts shipped by Customer to IAT must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package.

THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT DULY SIGNED BY IAT. IF THIS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPLACEMENT OR REPAIR OF

THE PRODUCT OR PART OR REFUND OF THE PURCHASE PRICE PAID, AT IAT'S OPTION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (OR CONDITIONS), EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION), ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IAT SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH THE CUSTOMER MAY SUSTAIN. IN NO EVENT SHALL IAT'S LIABILITY EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. IAT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

IAT SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR, OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OTHER HAZARDS, OR ACTS OF GOD. THIS WARRANTY DOES NOT COVER PHYSICAL DAMAGE TO THE SURFACE OF THE PRODUCT, INCLUDING CRACKS OR SCRATCHES ON THE LCD TOUCHSCREEN OR OUTSIDE CASING. THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM THE USE OF THIS PRODUCT IN CONJUNCTION WITH ACCESSORIES, OTHER PRODUCTS, OR ANCILLARY OR PERIPHERAL EQUIPMENT IF IAT DETERMINES THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF. THIS WARRANTY DOES NOT APPLY TO ANY MALFUNCTION OR FAILURE OF THE PRODUCT OR PART DUE TO ANY COMMUNICATION SERVICE CUSTOMER MAY SUBSCRIBE TO OR USE WITH THE PRODUCT.

LIMITATION OF LIABILITY: TO THE FULL EXTENT ALLOWED BY LAW, IAT ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF IAT OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT IAT'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HERE-IN SHALL FAIL ITS ESSENTIAL PURPOSE.

DISCLAIMER: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to the Customer. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This Limited Warranty gives the Customer specific legal rights which may vary depending on local law.

GOVERNING LAW: This Limited Warranty shall be governed by the laws of the Commonwealth of Virginia, U.S.A. excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

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