

# **BOXX Standard Warranty and Ts & Cs**

As of January 23, 2019

## **Warranty Supersession**

This warranty offer expressly supersedes any conflicting warranty terms listed in purchase orders, verbal agreements, or other warranty information set forth by BOXX Technologies, (BOXX). This warranty constitutes an offer or counter-offer subject only to the terms and conditions set forth herein. In addition, this warranty is conditional upon the buyer's agreement to the terms and conditions described within this warranty whether in writing or by conduct. Conduct includes product retention, use, acceptance of, or payment for BOXX products or services and constitutes acceptance through conduct. If this warranty is not acceptable to the buyer, the buyer should contact their BOXX sales representative immediately.

## **General Information**

BOXX offers Buyers of the APEXX and renderBOXX systems a three-year limited warranty and Buyers of the GoBOXX Series Mobile Workstation a one-year limited warranty, each as described and limited in this Agreement. BOXX offers Buyers of reBOXXed systems a limited warranty of at least 15 days and as long as 365 days and the exact term is specified when the system is purchased. The term "Buyer" includes individuals, businesses, third-party vendors, or organizations that render payment for any Product. This limited warranty offered by this Agreement extends only to Buyer and is not transferable to anyone who subsequently purchases, leases or otherwise obtains Product from Buyer. This limited warranty does not cover software or non-BOXX branded products. During year one, this limited warranty covers parts, Operating System telephone support, and return shipment costs. During years two and three, this limited warranty covers parts and Operating System telephone support only. Buyer assumes shipment costs during years two and three. (BOXX offers service contracts for additional technical support and support services. Buyer should contact its BOXX sales representative for service contract information and terms.) However, this limited warranty does not include products manufactured by third-party vendors. Thus, this limited warranty does not cover third-party peripherals offered with BOXX Products. In the event of a third-party peripheral failure, Buyer should contact the third-party peripheral manufacturer for warranty redemption. Please see the third-party warranty information supplied with Buyer's order for more information.

## **Limited Warranty Terms**

This limited warranty does not cover and BOXX is not responsible for, including but not limited to, the following: a) delivery or installation, or labor charges for installation or setup of the Product, adjustment of customer controls on the Product, and installation or repair of antenna systems outside of the Product; b) damages caused by misuse, abuse, accidents, fire, theft, natural disasters, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct; c) damages caused by servicing not authorized by BOXX; d) damages caused by usage that is not in accordance with Product instructions or user manuals;

e) damages caused by failure to follow the Product instructions or user manuals or failure to perform cleaning or preventive maintenance; f) damages caused by the combination of BOXX branded Products with other non-BOXX branded products, accessories, parts or components or use of products, equipment, systems, utilities, services, parts supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by BOXX which damage the Product or result in service problems; g) uninterrupted or error-free operation of the Product; h) software, including the operating system and software added to Product through our factory-integration system, third-party software, or the reloading of software; i) any equipment or components that were not included in Product as originally sold to Buyer; j) normal wear and tear; k) minor imperfections that meet design specifications; l) cosmetic damage or exterior finish that does not affect functionality; m) Products where the BOXX serial number is missing, altered or defaced; n) external speakers, keyboards and mice; o) damage caused as a result of improper transportation or packing/packaging when returning the Product to BOXX or a BOXX authorized service provider; p) a Product that requires modification or adaptation to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of Products damaged by these modifications.

## **Third Party Peripherals**

As stated previously, this limited warranty does not cover third-party peripherals manufactured by third-party vendors. These peripherals include, but are not limited by, the following categories.

- Third-party peripheral devices such as monitors, keyboards, mice, and speakers
- Third-party peripherals added to a BOXX Product by Buyer
- Third-party peripherals added to a BOXX Product by any party other than an authorized BOXX representative

While BOXX may supply third-party peripherals with BOXX Products, Buyer should consult the third-party peripheral manufacturer for warranty claims related to third-party peripherals. Consult the third-party peripheral manufacturer's warranty information supplied with Buyer's order for more information.

## **Third Party Software**

Similar to the provisions of the third-party peripherals, this limited warranty does not cover third-party software. While this limited warranty covers software designed and implemented by BOXX, it does not cover problems resulting from third-party software installed by either BOXX or Buyer. Buyer should consult the BOXX website for more information related to BOXX Products and third-party software conflicts prior to submitting warranty claims with third-party software manufacturers. In all other circumstances, Buyer should forward warranty claims related to third-party software to the appropriate software manufacturer.

## Limited Warranty Coverage Year One

As stated previously, warranty coverage becomes effective on the invoice date. BOXX will repair or replace Products returned to the BOXX facility covered under this limited warranty. To request warranty service, Buyer must call BOXX Technical Support within the warranty period to determine the appropriate actions. In the event that service is required, BOXX Technical Support will issue Buyer a Return Material Authorization Number (RMA). Buyer must ship the Products to BOXX in their original packing. If the original packaging is unavailable, BOXX will supply Buyer with the appropriate shipping container upon request for a nominal fee. In addition to the RMA number and shipping containers, Buyer must prepay shipping charges and insure the shipment with an appropriate shipment carrier or accept the risk of loss or damage during shipment.

NOTE: BEFORE RETURNING ANY SYSTEM FOR SERVICE, BE SURE TO BACK UP DATA STORED ON YOUR HARD DRIVE REMOVE ANY SENSITIVE, CONFIDENTIAL, PROPRIETARY OR PERSONAL DATA FROM PARTS OR PRODUCTS RETURNED TO BOXX, INCLUDING ANY DATA BUYER HAS STORED OR SOFTWARE BUYER HAS INSTALLED ON THE HARD DRIVE.

It is possible that the contents of the hard drive will be lost or reformatted in the course of service and BOXX will not be responsible for any damage to or loss of any programs, data, or removable storage media or any part of any Product serviced.

IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, BOXX IS NOT RESPONSIBLE FOR ANY LOSS OF DATA WHATSOEVER. BUYER'S PRODUCT WILL BE RETURNED CONFIGURED TO THE ORIGINAL FACTORY CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

Before shipping Buyer's BOXX Product to BOXX, Buyer should back up all data on the hard-disk drive(s) and storage device(s) used in the Product. In addition, remove any portable media, such as diskettes, CDs, or PC Cards before returning the Product to BOXX. BOXX does not accept liability for lost data or software. Buyer accepts full responsibility for all software and data stored on Products returned to BOXX.

BOXX is not responsible for the restoration or reinstallation of any programs or data other than software installed by BOXX when the product is manufactured. Systems sent in for service may have the data erased from the hard drive and the programs restored to their original state. BOXX is not required to advise or remind Buyer of appropriate backup procedures. Buyer should note that BOXX uses new and/or reconditioned parts made by various manufacturers in performing warranty repairs and when building replacement Products. In addition, Buyer should also note that BOXX owns all parts removed from replacement or repaired Products. Replacement parts and repaired Products do not extend the Limited Warranty Term described in this Agreement.

## BOXX Warranty Terms Years Two and Three

During years two and three for APEXX and renderBOXX Products, BOXX offers Buyer parts replacement as described in warranty terms of year one. However, Buyer assumes all shipment and service costs. Buyer should contact its BOXX sales representative for more information.

## **BOXX Exchange Policy**

In some instances, BOXX Technical Support may determine that a replacement part will resolve the Product's problem(s) and may opt to ship replacement parts to Buyer. This exchange policy is at the discretion of BOXX and requires Buyer ship the defective part to BOXX before replacement. In these instances, BOXX will provide Buyer with pertinent shipping instructions. As with Product returns and warranty claims, Buyer must ship the part in the original packaging, pay the appropriate shipping charges and insure the shipment with an appropriate shipping carrier or accept the risk of loss or damage during shipment. BOXX will provide an appropriate shipping container upon request for a nominal fee.

Upon arrival, BOXX will verify the defective part and issue Buyer a replacement part within twenty-four hours. The twenty-four-hour replacement assumes that BOXX and its suppliers carry the items in inventory and have them available in inventory. If BOXX determines that the part is not defective, BOXX Technical Support will contact Buyer with additional instructions. Buyer should note that BOXX provides replacement parts made by various manufacturers when replacing parts and warranties these parts for the remainder of the applicable Limited Warranty Term.

## **BOXX Exchanges and Advanced Replacement**

BOXX offers Buyer an Advanced Replacement Policy if the BOXX Technical Support staff determines a replacement part will resolve the Product's problem. This policy allows BOXX to ship replacement parts before receiving the defective part from Buyer. BOXX offers this policy to Buyer in good faith to remedy "mission-critical" situations.

This Advanced Replacement Policy is at the sole discretion of BOXX and includes BOXX obtaining Buyer's credit information or pre-authorization on Buyer's credit card before shipping the advanced replacement part. If, for any reason, BOXX issues Buyer a replacement part and the defective part does not arrive at BOXX within ten business days, BOXX will hold Buyer financially responsible for the replacement part, shipping charges and other associated sums, including any collection costs expended in efforts to collect such sums.

## **General Provisions**

This Limited Warranty Agreement is applicable to all Products, regardless of Buyer's location, and may be enforced in any country or region where BOXX or its authorized service providers offer warranty service for the same Product model number subject to the terms and conditions set forth in this Limited Warranty Agreement.

THIS LIMITED WARRANTY AGREEMENT GIVES BUYER SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). BOXX'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS AGREEMENT. ALL WARRANTIES FOR THE PRODUCT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES WILL APPLY AFTER SUCH PERIOD. EXCEPT AS OTHERWISE PROVIDED HEREIN OR UNDER APPLICABLE LAW, ALL PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND BOXX HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW TIME LIMITATIONS ON WARRANTIES. THUS, THE PRECEDING LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

BOXX DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR LIABILITY FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, INTERRUPTION OF BUSINESS, INTERRUPTION OF COMMUNICATION SERVICE, FOR LOST DATA, LOST SOFTWARE, LOST PROFITS, OR LOSSES ARISING FROM EVENTS BEYOND BOXX'S CONTROL (SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE BY BUYER OR THIRD-PARTY), OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY CASE, BOXX'S LIABILITY TO BUYER WILL NOT EXCEED THE PRICE BUYER PAID FOR PRODUCT.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING EXCLUSION OR LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW. IN ADDITION, IF THE GOVERNING JURISDICTION DOES NOT ALLOW ANY LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUYER AGREES THAT BOXX'S LIABILITY TO BUYER WILL NOT EXCEED THE PRICE BUYER PAID FOR PRODUCT.

If any provision contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances will not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

Neither BOXX nor its affiliates assume any responsibility for inaccuracies, errors, or omissions that may be contained herein. Neither BOXX nor its affiliates will be held liable for direct, indirect, special, punitive, incidental, or consequential damages resulting from document defects or information omission within this document, even if advised of the possibility of such damages. BOXX reserves the right to make improvements or changes to this document and the Products and services described at any time without notice or obligation.

BOXX reserves the right to make improvements or changes to this document and the Products and services described at any time without notice or obligation.

1998-2019 BOXX Technologies Inc. All rights reserved. BOXX, APEXX, GoBOXX and renderBOXX are trademarks or registered trademarks of BOXX Technologies, Inc., registered in the U.S. Patent and Trademark Office.