

## **DURABOOK PROTECTION PLUS WARRANTY FOR RUGGED COMPUTER<sup>1</sup>**

### **A. Coverage of Warranty**

DURABOOK warrants that all DURABOOK fully-rugged notebooks and tablets (Products) will be free from defects in material and/or workmanship, which occur during normal use, and damage that occurs due to accidental acts and exposure to environment conditions, and the Products shall perform substantially in accordance with advertised specifications for the Warranty Period(s) identified below. DURABOOK will repair the Products during the Warranty Period, with new or like-new parts, free of charge to the original purchaser. A purchase receipt or other proof of original purchase may be required before warranty performance is rendered. Products purchased from or through a manufacturer, distributor or other third-party provider will carry the original manufacturer’s pass through warranty.

<b>Hardware</b>	<b>All Laptops, Tablets and Handheld Products</b> – The LCD display, main storage, motherboard and keyboard are limited to one repair or replacement each unit per year in the warranty period only for damage that occurs due to accidental acts or exposure to environmental conditions.	<b>3 years</b>
<b>Accessories</b>	<b>AC Adapter / Power Cord</b>	<b>1 year</b>
	<b>Vehicle Docking</b>	<b>3 years</b>
	<b>Office Dock Station</b>	<b>1 year</b>
	<b>Battery Charger</b>	<b>1 year</b>
	<b>Battery</b>	<b>1 year</b>
	<b>Detachable keyboard</b>	<b>1 year</b>
	<b>Storage</b>	<b>1 year</b>
	<b>Stylus / Digitizer pens (physical damage excluded)</b>	<b>90 days</b>
	<b>Car Adapter</b>	<b>1 year</b>
	<b>Any others accessories</b>	<b>1 year</b>
<b>Consumables (Protection film, hand straps, Carry handle, etc.)</b>		<b>90 days</b>
<b>Spare Parts</b>		<b>30 days</b>

<sup>1</sup> This Protection Plus Warranty applies to DURABOOK Fully-Rugged Products sold and purchased in North America or the optional paid upgrade of Standard Limited Warranty by the customers in other territories only.

## Twinhead International Corp.

11F, 550 Ruiguang Road,  
Neihu, Taipei 11492, Taiwan, R.O.C.

Tel: +886 2 5589 9999  
Fax: +886 2 5555 0004

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### B. Damages and Other Repairs

Service performed outside the scope of this warranty and approved by the customer will be charged at the then current time and materials rates plus shipping costs. Products returned for warranty service where the problem cannot be duplicated and no hardware failure is detected is subject to a service charge plus shipping costs.

### C. Exclusion of Warranty

DURABOOK does not warrant that the operation of the DURABOOK Product will be uninterrupted or error-free. DURABOOK are not responsible for damage arising from failure to follow instructions relating to the Product's use.

#### **This Warranty does not apply:**

**Software.** to software distributed by DURABOOK with or without the DURABOOK brand (including, but not limited to system software);

**Cosmetic Damage.** 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;

**Third Party Product.** to damage caused by use with a third party component or product;

**Acts of God.** to damage caused by lost, stolen, fire, earthquake or other acts of God;

**Unauthorized Service.** to damage caused by service (including, but not limited to, mobile network upgrades and expansions), repair and modification performed by anyone who is not a representative of DURABOOK or an Authorized Service Provider;

**Disassembled.** to the Product that has been disassembled or opened from its original assembly;

**Normal Aging.** to defects caused by normal wear and tear or otherwise due to the normal aging of the Product, including, but not limited to, carry case, shoulder or hand strap, screen protection films and any other options and accessories not listed in Section B or covered under a separate warranty;

**Damages during Shipping.** to any costs or damages incurred in shipping the product to DURABOOK or an Authorized Service Center;

**Non-Defined Defects.** to components of the system that fail to meet DURABOOK'S definition of defective, including but not limited to, displays may contain isolated illuminated or dark pixels as an artefact of the manufacturing process (effective pixels: minimum 99.998%), or LEDs experienced degraded luminance capability over time; Batteries that have more than 50% capacity;

**Removal of Tags.** to the removal or modification of the serial number sticker or service tag on the system in any manner;

**Unpaid Products.** to the Products for which DURABOOK has not received payment;

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**Stolen Goods.** if DURABOOK receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Product, and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase);

**Virus.** to any virus-inflicted damage;

**No Fault Found.** to any costs incurred where the warranty-claimed Products is found functioning normally (“No Fault Found”) by DURABOOK or its authorized service provider. DURABOOK or its authorized service provider may charge the round-trip shipping costs and inspection fee for the No Fault Found case directly to the customer;

**Data.** to any loss of or damage to the data stored or software on your Product. Customer shall back up all their data before returning the Product for warranty claim;

**Software and Setting.** to any costs for rectifying programming errors or design defects in software, including, but not limited to the loss of control of their corporate or personal passwords. The maladjustment of consumer controls such as function settings including, but not limited to, corporate or personal passwords.

### D. Customer Responsibilities

Before you ship the Product(s) to DURABOOK, make sure to back up the data on the hard drive(s) and any other storage device(s) in the Product(s). Remove any confidential, proprietary or personal information, removable media, such as floppy disks, CDs, or PC Cards. DURABOOK is not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media.

During warranty service it is possible that the contents of the Product’s storage media will be lost, replaced or reformatted. In such an event DURABOOK is not responsible for any loss of software programs, data or other information contained on the storage media or any other part of the product serviced.

### E. Warranty Services

If during the Warranty Period you submit a claim to us or in accordance with this warranty, DURABOOK will, at its option:

- repair the Product using new or previously used parts that are equivalent to new in performance and reliability; or
- 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.

A Product or part that is repaired or replaced assumes the remaining term of the Warranty. When a Product or part is replaced, any replacement item becomes your property and the replaced item becomes DURABOOK’s property.

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### **F. Freight Costs**

Both DURABOOK and Customer shall bear one-way freight cost for RMA Products respectively.

### **G. DURABOOK Disclaimer:**

**TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

**TO THE EXTENT PERMITTED BY LAW, DURABOOK SHALL NOT BE LIABLE, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR ON ANY OTHER BASIS, FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, SERVICES, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION IN THE OPERATION OF THE EQUIPMENT, SERVICES, HARDWARE OR SOFTWARE, EVEN IF DURABOOK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. DURABOOK WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS INCLUDE CLASS 2 ELECTRONIC FLIGHT BAG (EFB) SYSTEMS AND CLASS 1 EFB SYSTEMS WHEN USED DURING CRITICAL PHASES OF FLIGHT (E.G., DURING TAKE-OFF AND LANDING) AND/OR MOUNTED ONTO THE AIRCRAFT. CLASS 1 EFB SYSTEMS AND 2 EFB SYSTEMS ARE DEFINED BY FAA: AC (ADVISORY CIRCULAR) 120-76A OR JAA: JAA TGL (TEMPORARY GUIDANCE LEAFLETS) NO. 36.**

### **H. Limited Liability**

**DURABOOK'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DURABOOK-BRANDED PRODUCTS, DURABOOK PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. TO THE EXTENT PERMITTED BY LAWS, DURABOOK EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.**

**DURABOOK IS NOT LIABLE FOR ANY REMEDIES PROVIDED BEYOND THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DURABOOK DOES NOT WARRANT THAT THE OPERATION OF ANY DURABOOK PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.**

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**OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.**

**SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

### **I. How to Obtain Warranty Services**

The damaged unit must be shipped to the DURABOOK Repair Center under a valid RMA number issued by the Repair Center. Should you need to contact the Repair Center please contact [support@durabook.com](mailto:support@durabook.com) to obtain an RMA number for the return. A valid proof of purchase must accompany the request for RMA. Products returned without a valid RMA number will be refused and returned to sender. All shipping charges associated with the return of the product to DURABOOK will be the responsibility of the sender. DURABOOK will return all products deemed to be covered by this warranty at no charge to customer. The Repair Center will make every effort to turnaround the repair of the Product in a timely manner. However, some repairs may require additional time to complete based on the nature of the repair or parts availability. All repairs will be completed within a time deemed reasonable by the Repair Center.

The Warranty Period is not extended as a result of service or upgrading the Products. To receive warranty service, the customer must promptly notify DURABOOK of the warranty claim prior to expiration of the Warranty Period.

### **J. Extended Warranty Option**

The Extended Protection Plus Warranty must be purchased within 90 days of your purchase date. Upon purchasing an extension program, DURABOOK will mail to you an optional Warranty Certificate for your records. The additional warranty will only become effective when the payment is received in full and approved by DURABOOK. For the details of extended warranty, please request the information from the reseller or DURABOOK.

By choosing to purchase an extended warranty, you will lengthen the time of the warranty for addition 1 or 2 years to cover the parts and labor cost associated with repair to your Product. The terms and conditions of this DURABOOK Protection Plus Warranty will apply to the extended warranty. All accessories are not covered by Extended Warranty.