

# Warranty Statement

## Abditech Warranty for CardScan Products

Abditech offers a back to back warranty on CardScan products in accordance with the below warranty statement by CardScan.

## CardScan Statement of Warranty on Goods

CardScan Warranty Information:

### Warranty Period

CardScan, Inc ("CardScan") warrants to the first end user purchaser that the purchased CardScan Business Card Scanner ("Scanner") shall be free from malfunctions and defects in both materials and workmanship at the date of original purchase for a period of two years from the date of purchase.

### Warranty Coverage

If it is determined, in accordance with the official CardScan documentation which accompanied the Scanner that the Scanner does not function properly or is defective within the warranty period due to defects in materials or workmanship, CardScan will replace the unit without charge, subject to the conditions and limitations stated herein. CardScan reserves the right to ship a remanufactured scanner as a replacement. This Limited Guarantee only covers hardware and does not cover software for which a separate end-user licence agreement applies. In no way will the customer be entitled to new software as part of this Limited Guarantee. A replaced unit will not benefit from a prolonged or renewed warranty period. All parts or other materials for which replacement has been provided shall become the property of CardScan.

Warranty service will not be provided without the original dated proof of purchase (including if applicable the reseller's name and address). CardScan may refuse free-of-charge guarantee services if such documentation is not provided or is incomplete or illegible.

This Limited Guarantee becomes null and void if the Customer fails to package the Scanner in a manner consistent with the original product packaging and/or damage occurs during shipment or if the Customer fails to include the original dated proof of purchase.

To avoid damage to or loss/erasure of removable data, media or accessories the consumer must remove these before submitting the Scanner for guarantee service.

This Limited Guarantee does not cover the following: periodic maintenance and repair to parts due to wear and tear; circumstances beyond CardScan's control; damage to the Scanner resulting from the use of attachments, accessories, or alterations not sold by CardScan; damage as a result of unauthorised modifications or service; misuse (including without limitation failure to install or use the Scanner in accordance with CardScan's instructions); abuse; neglect; or failure to use items supplied by CardScan (such as adapters and cables).

CardScan MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SCANNER OR ITS SOFTWARE.

Replacement of the Scanner is CardScan's ONLY obligation under this Limited Guarantee.

EXCEPT FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION CAUSING DEATH OR PERSONAL INJURY THROUGH NEGLIGENCE OR LIABILITY FOR FRAUD) CardScan WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE PURCHASE, USE, OR IMPROPER FUNCTIONING OF THE SCANNER REGARDLESS OF THE CAUSE. Such damages for which CardScan will not be responsible include, but are not limited to, loss of revenue or profit, downtime costs, loss of use of equipment, cost of any substitute equipment, facilities or services, business interruption, loss of goodwill, business opportunity, turnover, anticipated savings, data or information or claims of the Customer's customers for such damage.

In no event shall CardScan's total liability for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount paid for the Scanner.

The warranties stated above are non-transferable.

This Limited Guarantee shall be governed by the laws of the United States and the Commonwealth of Massachusetts without regard for its conflict of laws rules and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

RETURNS WILL NOT BE ACCEPTED WITHOUT A "RMA" NUMBER CLEARLY PRINTED ON THE OUTSIDE OF THE SHIPPING CARTON. CardScan IS NOT RESPONSIBLE FOR SHIPMENTS DELAYED OR LOST IN TRANSIT.