

Memotec Standard Warranty Policy

This standard warranty policy sets out the sole obligation and liability of Memotec and the customer's exclusive remedies for claims based on defects in or failure of any product sold (including software) by Memotec. This standard warranty policy replaces all other warranties, expressed or implied with respect to Products sold or services rendered by Memotec Inc. No representative is authorized to assume for Memotec any other liability in connection with the sale of the Product.

IN NO EVENT SHALL MEMOTEC BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE DISTRIBUTOR/ BUSINESS PARTNER OR ANY OTHER PERSON (a "Customer") ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN OPERATION OF ANY PRODUCTS, OR DELAY IN MAINTENANCE OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE, MAINTENANCE, USE PERFORMANCE OR FAILURE OF A PRODUCT.

Hardware Warranty

Memotec warrants that each new Product sold by Memotec will be free from defective material and workmanship. Memotec agrees to remedy in accordance with terms specified below any such defect which is disclosed under conditions of normal installation, use and service. To exercise the warranty, the Customer must deliver the product intact for examination, with all transportation charges prepaid, to the facility designated by Memotec. Burden for all shipping costs back to Memotec are the responsibility of the Customer.

Returns for repair will NOT be accepted without prior authorization from Memotec. When a return is authorized, a Return Authorization number (RA number) is assigned. The RA number must be written on the outside of each returning package. An RA number may be obtained by sending an e-mail (including a description of the problem) to memotecrepair@memotec.com or a fax at: +1-514-738-4436.

The specific terms of the warranty are as follows:

1. The Standard Warranty Period commences on the date the title of property of the Product is transferred to the customer, which is equal to the delivery date of the Product as per the Incoterms 2010 applicable definition, as specified in the Purchase Order.
2. The warranty applies to the Customer, provided however, that when a Distributor/Business Partner resells any Products, pursuant to its rights hereunder, the said warranty shall apply to any end-users which purchase such Products from Distributor/Business Partner.
3. Memotec will be responsible for both material and labor required to effect all repairs under terms of the warranty for the Standard Warranty Period (see section below for Standard Warranty Period for specific Memotec product lines), providing the Product is returned to Memotec as specified above.
4. During the Standard Warranty Period, the Distributor/Business Partner or end-user may return defective parts for replacement at no charge (except shipping to Memotec), in lieu of returning the complete Product.
5. The warranty does not apply if:
 - a) Any part of a product that has been installed, altered, repaired, or misused in any way that, in the opinion of Memotec, would affect the reliability or detracts from the performance of any part of the product, or is damaged as the result of use in a way or with equipment that had not been previously approved by Memotec;
 - b) The warranty seal has been broken or the Product has been opened without obtaining prior authorization in writing from Memotec. This excludes Product option upgrades as long as Memotec documented procedures for option upgrades are strictly adhered to;
 - c) The Product has had the serial number altered, defaced or removed; or
 - d) The Product has been damaged by accessories, peripherals, and/or other attachments not approved by Memotec.
6. The warranty does not cover damage or loss incurred as a result of any act of God (e.g lightning strike, rain, storm, flood, hurricane, explosion, fire, earthquake, power surge, power brown out and the like).
7. The warranty does not cover damage or loss incurred in transportation of the product shipped back to Memotec.
8. The warranty does not cover any labor involved in the removal and or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the nature of the problem and establish the necessity for repair or replacement of the Product.
9. The warranty excludes any responsibility by Memotec for incidental or consequential damages arising from the use of the Product, or for any inability to use them either separate from or in combination with any other equipment or products.
10. It is the Distributor/Business Partner's (or direct purchasers) responsibility to ensure all paperwork complies with customs requirements.

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11. Memotec is not responsible for any storage fees that shipping companies may charge nor for any delay caused by lack of information on Product that is returned.
12. The Distributor/Business Partner (or direct purchaser) is responsible for all custom and shipping fees related to the returned Product

A fixed charge established for each product will be imposed for all equipment returned for warranty repair where Memotec cannot identify the cause of the reported failure. The fee for this service is defined in the current "Memotec Service Programs" document, identified as "No Problem Found Fee"

Memotec also offers a Warranty Extension Service for providing yearly extensions to the Standard Warranty Period. All the terms of this Standard Warranty Policy apply for the warranty extension period for an additional price. The price and the additional benefits of the Warranty Extension Service are described in the "Memotec Service Programs" document.

Repaired units benefit from the standard guarantee for a period of 90 days, or until the end of the Standard Warranty Period, whichever is the later date.

Standard Warranty Period for Specific Memotec Product Lines (other than software)

CX-U, CX-UA, NP (Net performer), AG (AccessGate) – 24 months

Legacy CX – 12 months

Third Party Sourced Equipment – 12 months, or differently as specified in quotation

Limited Software Warranty

Software is warranted to substantially conform to Memotec's specifications for a limited period of ninety (90) days from the date of delivery. Memotec's sole obligation under this warranty shall be limited to using its best commercial efforts to correct such Software as soon as practical after Distributor/Business Partner or end-user has notified Memotec of such defects. Memotec does not warrant that operation of any of the Software shall be uninterrupted or error-free or that functions contained in the licensed Software shall operate in combinations which may be selected for use by the Distributor's/Business Partner or end-user or meet the Distributor's/Business Partner's or end-user's requirements. No warranty shall apply to any Software that is modified without Memotec's prior written consent.