

**INTERNATIONAL
PRODUCT
WARRANTY**



PRINCIPAL TECHNICAL SUPPORT -

UK: +44 1311 407790 [01322 407790]

PROFESSIONAL SERVICES COMMITMENT

At Lockdecoders Ltd we are committed to providing a professional business service to our customers. We strive to provide the highest level of support in the industry and, consequently, we offer a complete set of integrated support solutions designed to help our customers across every aspect of the use of our equipment.

Standard Warranty Services

- Initial set-up advice is free for 14 days from date of purchase.
- Technical support - 9 hours a day, 5 days a week – e-mail & telephone – will vary in details from country to country.
- Exchange of parts – targeted despatch ex. United Kingdom within 5 working days
- Software updates and bug fixes – Always Free.
- Access to technical knowledge bank – Always Free.
- Full Technical Services pack – a paid service – terms and method of access vary by country.

For information about products or support services, please call:

UK: +44 1322 407790

Website: www.lockdecoders.com

Lockdecoders Limited

STANDARD WARRANTY POLICY STATEMENT

Effective December 1st 2011

STANDARD EQUIPMENT WARRANTY

Lockdecoders Limited (“Lockdecoders”) warrants that all Lockdecoders-branded equipment will be free from any defect in materials or workmanship for a calendar year (or such other time period as agreed in writing by the parties). This warranty starts from the date of shipment from Lockdecoders or from the factories of our partners if shipped direct ex factory. The warranty is extended to Lockdecoders’ customers and all customers to whom our branded equipment has been supplied as new by any of our authorised Master Distributors world-wide.

WARRANTY CLAIMS AND PROCEDURES

1. During the applicable Standard Equipment Warranty Period, outlined above, the Customer’s sole and exclusive remedy for any breach of the Standard Equipment Warranty will be, at Lockdecoders’ sole discretion and option, repair or replacement of the defective product. Components that the Customer claims to be defective must be available to Lockdecoders or a Master Distributor for inspection and evaluation. Unless otherwise agreed in writing by Lockdecoders, customs clearance for all replacement parts under the Standard Equipment Warranty (or otherwise) will be the Customer’s sole responsibility. To be entitled to rights under the Standard Equipment Warranty, the customer must notify LOCKDECODERS in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Equipment Warranty Period. Notice to a Master Distributor shall be counted as notification to Lockdecoders. Email notification counts as written notification provided a return email is received by the Customer. Following receipt of any such Customer notice, Lockdecoders will determine whether the reported problem is covered by this Standard Equipment Warranty. If Lockdecoders determines that the problem is covered by the warranty, then Lockdecoders will authorize repair or replacement of the defective product, as deemed appropriate by Lockdecoders at its sole discretion. For clarification purposes, any technical support provided by Lockdecoders will be for the sole purpose of fulfilling Lockdecoders’ warranty obligations. If Lockdecoders determines that the Customer is using technical support as a substitute for training of customer’s personnel, then such technical support will be subject to additional charge at Lockdecoders’ then prevailing unit rate for such services.

2. Before shipping any product to Lockdecoders or a Master Distributor, the Customer must obtain a written "Equipment Return Authorisation" [ERA] from Lockdecoders and provide any proof of warranty eligibility as requested by Lockdecoders. Any product received by Lockdecoders without an ERA may, at Lockdecoders' discretion, be returned to the customer. Once a return authorization is obtained, the Customer is responsible for packing and shipping the product, to which the warranty claim is related, to a service facility designated by Lockdecoders with all shipping charges prepaid by the Customer, within thirty (30) days of receipt of the return authorization. Lockdecoders or a Master Distributor will pay for return shipment of the repaired or replacement product to the Customer, excluding any customs duties or other such taxes, and only if the repaired or replacement product is initially received at a designated Lockdecoders service facility.

3. In the case of an agreed full equipment exchange, upon receipt of replacement equipment (or part thereof), the Customer then has seven (7) days to tender the defective equipment (or part thereof) to a shipping agent for shipment to the service centre designated by Lockdecoders. If the Customer does not return the defective equipment (or part thereof) within seven (7) days, then Lockdecoders shall invoice the Customer for the list price of such equipment (or part thereof), plus applicable shipping. Such failure to return the equipment (or part thereof) may, at Lockdecoders discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges and/or suspension of all forms of service to the unit until such outstanding defective equipment has been returned. Under the Standard Equipment Warranty Lockdecoders will provide the Customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by Lockdecoders in writing, repaired or replaced equipment (or part thereof) are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment (or part thereof) replaced by Lockdecoders becomes the property of Lockdecoders. Lockdecoders has no obligation to:

1. Service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined solely by Lockdecoders, or has been used with non-Lockdecoders supplies or products that have caused damage or malfunction.
2. Paint, refinish, refurbish, restore or exchange any equipment (or part thereof) that is showing cosmetic blemishes.
3. Service, exchange or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof).
4. Service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its production life.

5. Provide any non-essential application software or service support, non-essential application hardware or replace any accessories.

If Lockdecoders elects to perform any such services at the Customer's request, then such services will be deemed a service call and all labour charges, parts and material used for such service calls will be charged at the then-prevailing rates in the country of use.

EQUIPMENT WARRANTY EXCLUSIONS

Lockdecoders does not warrant or guarantee, and is not responsible for:

1. Defects, failure, damages or performance limitations caused in whole or in part by (a) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of Lockdecoders' control, or (b) Customer abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. The customer must only allow qualified technical personnel to maintain and repair the equipment.
2. The performance of the equipment when used in combination with equipment not purchased, specified, or approved by Lockdecoders
3. Signal coverage delivered by antenna equipment whether or not supplied by Lockdecoders
4. Batteries, cutters, decoder tips, engraving tips, drive belts, lights of any kind and other consumable goods
5. The warranty is not transferable to any third party unless specifically agreed by Lockdecoders in writing upon written application received

ADDITIONAL WARRANTY NOTES

Used Equipment. If the equipment specified in an order is described as used then no warranty is applicable unless specifically agreed to in writing between the Customer and Lockdecoders or an appointed Master Distributor.

Labels and Trademarks. If, whilst in possession of the customer, any Lockdecoders™ labels or logos or trademarks are removed or defaced all warranties are nullified and voided

SERVICES WARRANTY

Lockdecoders warrants that services will be performed in a professional manner (the "Service Warranty"). Notice of a breach of Service Warranty must (i) specify, in reasonable detail, the nature of the claim, and be received within ninety (90) days from the last day of performance of the services. Upon notice of a breach of the Services Warranty and Lockdecoders' determination of the validity of such a breach of the Service Warranty, Lockdecoders will re-perform the applicable services at its own expense. If, after reasonable opportunity, Lockdecoders is unable to re-perform such services to the reasonable satisfaction of the Customer, then the Customer may, as its exclusive remedy, obtain a refund of the fees paid to Lockdecoders under the applicable order for such services.

SOFTWARE WARRANTY

1. Physical Media. Lockdecoders warrants all physical media - licensed programs, including without limit custom software ("Licensed Program") to be free of defects in material or workmanship for a period of ninety (90) days from the date of completed installation, or, if the Customer should assume responsibility for installation of the software, for a period of ninety (90) days from the date of shipment of the Licensed Program by Lockdecoders (the "Software Warranty Period"). This limited warranty extends only to the Customer as the original licensee. The Customer's sole and exclusive remedy under this limited warranty will be, at Lockdecoders' option, repair or replacement of the software media.

2. Licensed Programs. Lockdecoders warrants that during the Software Warranty Period (or such other time period as agreed in writing by the parties) the Licensed Programs shall operate substantially in compliance with Lockdecoders' specification for the Licensed Programs (the "Software Warranty") The entire liability of Lockdecoders under this limited warranty is to provide, free of charge, a corrected copy of any portion of the Licensed Programs which is found, following inspection by Lockdecoders, not to be in substantial compliance with its specifications. If Lockdecoders is unable to provide a corrected copy of the Licensed Programs within a reasonable time then, as the Customer's sole and exclusive remedy, Lockdecoders will replace the same with a functionally similar program or refund to the Customer the amount that the Customer paid to Lockdecoders or a Master Distributor to purchase or license such Licensed Programs. If the use of the program is time-limited then any replacement or refund will be proportionate to time remaining. Lockdecoders does not warrant that such programs are error free or that the Customer will be able to operate such programs without problems or interruptions.

3. Cost of Corrections. During the Software Warranty Period, Lockdecoders will bear the material cost and shipment of corrected or replacement Licensed Programs at no charge to the customer. Software corrections will be sent via e-mail. In the rare event that the Customer requires a customer support engineer to visit the site, then related reasonable pre-approved on-site time and travel expenses will be billed at the prevailing daily rates, unless otherwise agreed to in writing prior to the visit. A one day minimum charge will apply to all site visits.

Software Warranty Exclusions. The Software Warranty does not apply to any software media or Licensed Program that (a) has been altered or modified, except by Lockdecoders; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Lockdecoders; (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is used in ultra-hazardous conditions.

DISCLAIMER OF WARRANTY

Except as expressly provided in this Standard Warranty Policy Statement, Lockdecoders hereby expressly disclaims all representations, conditions or assumptions, whether express or implied including, by way of example and not limitation, the implied warranties of title, merchantability, non-infringement or fitness for any particular purpose. Customers in the UK are still protected by the provisions of United Kingdom laws and regulations.

LIMITATION ON LIABILITY

Notwithstanding anything to the contrary, in no event will Lockdecoders be liable for any special, incidental, punitive or consequential damages whatsoever; including Loss of Profits, whether arising in contract, tort, warranty or otherwise even if it has been advised of the possibility of such damages or claims. The limitations set forth here will apply even if the remedies of error correction, repair, or replacement, re-performance of services or refund of payments completely fail in their essential purpose.

Notwithstanding anything herein to the contrary, the limitation of Lockdecoders' liability (whether in contract, tort, negligence, strict liability, by statute or otherwise) to the customer or any third party concerning a) Lockdecoders equipment or software provided or b) Lockdecoders performance or non-performance in respect of this Standard Warranty Policy Statement for all or any claims will not, in the aggregate, exceed the actual amounts received by Lockdecoders for the specific product or service in respect of which such claim is made.

GOVERNING LAW AND JURISDICTION

1. **Applicable Law, Venue and Jurisdiction.** This Standard Warranty Policy Statement, and any disputes relating hereto, shall be governed and interpreted in accordance with the laws of the United Kingdom, regardless of any law principles requiring the application of any other law. The prevailing party in any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be entitled to recover its reasonable attorney fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

2. **Arbitration.** All disputes arising out of, or in connection with, this Standard Warranty Policy Statement, including its existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with international Arbitration rules of the International Centre for Dispute Resolution, the rules of which are deemed to be incorporated herein by reference. Any arbitration conducted under this Standard Warranty Policy Statement will be held in the United Kingdom. The appointing authority shall be the International Centre for Dispute Resolution, the international division of the AAA. There shall be a panel of three (one, if the parties agree the amount in controversy does not exceed £10,000 GBP) arbitrators who shall be appointed by agreement between the parties or, failing such agreement, in accordance with ICC rules. The arbitrators shall be knowledgeable of the contract subject matter and intellectual property laws. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; and (b) conduct the arbitration in the English language according to the rules of evidence applicable in the United Kingdom. The arbitration panel shall render its decision in the English language and have authority to award injunctive and other emergency relief, which shall be enforceable by either the panel or any court with jurisdiction over the enjoined party or its assets. The arbitration panel shall not have authority to award punitive, special or consequential damages. Any monetary award of the panel shall be payable in £GBP free of any tax and reductions and shall include interest from the date of breach of this Standard Warranty Policy Statement to the date when the award was paid in full at a rate determined by the arbitral panel.

For more information, please visit www.lockdecoders.com

Address for all notices:

Lockdecoders Ltd, 88 St. Georges Road, Swanley, BR8 8AZ, United Kingdom or such later address as may be advised on our web site www.lockdecoders.com