

## **Klas One (1) Year Limited Warranty**

IMPORTANT: BY USING YOUR KLAS PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE KLAS 1 YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW.

### **WHAT IS COVERED BY THIS WARRANTY?**

Klas warrants the Klas-branded hardware product and Klas-branded accessories contained in the original packaging ("Klas Product") against defects in materials and workmanship when used normally in accordance with Klas's published guidelines for a period of ONE (1) YEAR from the date of delivery to the end-user purchaser ("Warranty Period"). Klas's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

Klas further warrants that (subject to the other provisions of this warranty) upon delivery, and for a period of ninety (90) days from the date of delivery, the Software will substantially conform to its specifications and will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Klas for such Software. "Software" means the machine readable (object code) version of the computer programs authored by Klas and provided as part of the Product including firmware, and any copies made, bug fixes for, updates to or upgrades thereof.

### **WHAT IS NOT COVERED BY THIS WARRANTY?**

This Warranty does not apply to any non-Klas branded hardware products or software, even if packaged or sold with Klas hardware. Manufacturers, suppliers, or publishers, other than Klas, may provide their own warranties to you – please contact them for further information. Klas does not warrant that the operation of the Klas Product will be uninterrupted or error-free. Klas is not responsible for damage arising from failure to follow instructions relating to the Klas Product's use.

This Warranty does not apply: (a) to protective coatings that are designed to diminish over time or batteries, unless failure has occurred due to a defect in materials or workmanship; (b) 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; (c) to damage caused by use with a third party component or product that does not meet the Klas Product's specifications (Klas Product specifications are available at [www.klasgroup.com](http://www.klasgroup.com) under the technical specifications for each product); (d) to damage caused by accident, abuse, misuse, fire, earthquake or other external cause including electromagnetic interference; (e) to damage caused by operating the Klas Product outside Klas's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Klas; (g) to a Klas Product that has been modified to alter functionality or capability without the written permission of Klas; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Klas Product or their consumable parts such as batteries, hard drives, removable storage devices, adapters or cables; (i) if any serial number has been removed or defaced from the Klas Product; or (j) if Klas 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 Klas Product, or you cannot prove in any way that you are the authorized user of the product (e.g. by presenting proof of purchase).

### **YOUR RESPONSIBILITIES**

IF YOUR KLAS PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, Klas or its agents may require that you furnish proof of purchase details and/or Klas Product serial number and respond to questions designed to assist with diagnosing potential issues and follow Klas's procedures for obtaining warranty service. Before submitting your Klas Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE KLAS PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT KLAS AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE KLAS PRODUCT SERVICED.

Following warranty service your Klas Product or a replacement device will be returned to you as your Klas Product was configured when originally purchased, subject to applicable updates. Klas may install system software updates as part of warranty service that will prevent the Klas Product from reverting to an earlier version of the system software. Third party applications installed on the Klas Product may not be compatible or work with the Klas Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

#### **WHAT WILL KLAS DO IN THE EVENT OF A VALID WARRANTY CLAIM?**

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

- (i) repair the Klas Product using new or previously used parts that are equivalent to new in performance and reliability,
- (ii) replace the Klas 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, or
- (iii) exchange the Klas Product for a refund of your purchase price.

A replacement part or Klas Product that has been installed in accordance with instructions provided by Klas, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Klas Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Klas's property.

#### **HOW TO OBTAIN WARRANTY SERVICE?**

To obtain warranty service please visit [www.klasgroup.com/support](http://www.klasgroup.com/support) and click through to your relevant support team. Keep your Klas Product serial number, as it will be required if there is any question as to your product's eligibility for coverage.

#### **WARRANTY SERVICE OPTIONS**

Klas at its sole discretion will provide warranty services through one or more of the following options:

(i) Mail-in service. Direct mail-in service is available for most Klas Products. If Klas determines that your Klas Product is eligible for mail-in service, you will ship the Klas Product to a Klas location in accordance with Klas's instructions. Once service is complete, the Klas location will return the Klas Product to you. Klas will pay for shipping to and from your location if all instructions are followed.

(ii) Onsite service. If Klas determines that onsite service is available, Klas will dispatch a service technician to the location of the Klas Product. Service will be performed at the location, or the service technician will transport the Klas Product to a Klas location for repair. If the Klas Product is repaired at a Klas location, Klas will arrange for transportation of the Klas Product to your location following service. If the service technician is not granted access to the Klas Product at the appointed time, any further onsite visits may be subject to an additional charge.

Klas reserves the right to change the method by which Klas may provide repair or replacement service to you, and your Klas Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Klas Product cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Klas may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

#### **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, KLAS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE KLAS PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE KLAS PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. KLAS DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY KLAS PRODUCT UNDER THIS WARRANTY OR REPLACE THE KLAS PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE KLAS PRODUCT.

International Purchases: A separate warranty may be provided by international distributors for Products purchased outside Australia depending on the country. Such warranties are only valid in the area of intended distribution.

Assignment: Customer shall not be entitled to assign or otherwise transfer this warranty nor any of its rights or obligations hereunder without the prior written consent of Klas.

Severability: If any term of this agreement is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Jurisdiction and Governing Law: This Warranty is governed by the laws of New South Wales, Australia, and disputes arising out of this agreement shall be subject to the non-exclusive jurisdiction of the Courts of New South Wales, Australia, to which the parties hereby irrevocably submit.

“Klas” is, depending on your supplier or jurisdiction, Klas Australia Pty Ltd of Level 1, The Realm, 18 National Circuit, Barton ACT, 2600 Australia; Klas Limited trading as Klas of One Kilmainham Square, Dublin 8, D08 ET1W, Ireland; Klas Government, Inc. of 450 Springpark Place, Suite 1200, Herndon, VA 20170 USA; Klas Telecom, Inc. of 1101 30th Street NW, Suite 500, Washington, DC 20007 USA.