

Akori Hardware Warranty Terms

This Warranty statement provides the customer with its warranty rights from Akori. Under applicable local law or special written agreement with Akori you may also have other rights. The warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory rights applicable to the sale of this product in your country.

The word « manufacturer » refers to the company mentioned on the certification label on the product.

1- Hardware Warranty

During the applicable warranty period chosen at the date of purchase specified on the invoice, Akori warrants that your product will be free from defects in materials and workmanship.

In order to receive support for your hardware and software product for the applicable warranty period, proof of the original purchase date may be required, otherwise the manufacturer's date (located on the product) becomes the beginning of the warranty period. Akori does not warrant that any hardware, software or accessory will operate uninterrupted or error-free nor that it will fulfill the end user needs.

The present warranty covers the configuration as it was delivered by Akori. ANY other products added at a later stage to the system unit such as software, mass storage, memory, networking products, monitors, and other peripherals and accessories are covered by the applicable warranties for those products.

In case of defect occurring during the product warranty period, Akori will, within a reasonable time, replace or repair your product upon prompt return of the product to Akori, or to the Akori Authorized Support Provider or other Akori designate.

Unless otherwise stated, and to the extent permitted by local law, hardware products may contain re-manufactured parts (equivalent to new in performance) or parts subject to prior incidental use.

Akori Validation and Service Options

If Akori receives notice of a defect in your product during the warranty period, Akori or its designate may, at its option and depending on warranty entitlement:

- 1) Replace the product by an equivalent one OR,
- 2) Repair the parts which prove to be defective OR,
- 3) Replace the parts which prove to be defective OR,
- 4) Provide, the customer, with the appropriate part(s) required for repair. In this event, Akori may: " Provide you with written instructions for replacing the defective part(s). "Provide web or telephone assistance for installation of the replacement component. "Prepay shipping charges, duties, and taxes for replacement parts sent to you as well as for any parts that Akori asks to be returned. You will be billed for any defective part(s) not returned as requested by Akori.

Note: Akori reserves the right to validate any claims of defective products or components before repairing or replacing such products or components.

Exclusions

Warranty does not apply to defects resulting from : (1) improper or inadequate maintenance or calibration; (2) improper use ; (3) the battery after 3 months; (4)

broken LCD ; (5) software, interfacing, parts or supplies not supplied by Akori; (6) unauthorized repair, maintenance, modification or misuse; (7) operation outside of the published operating specifications for the product; (8) improper site preparation or maintenance; (9) virus infection.

In case of defect

In order to evaluate the situation, customers must call the number indicated on Akori's website at the following address <http://www.akori.fr/support.html>.

Unless specified otherwise on the invoice, if the defect is confirmed and the product is under warranty, the customer will pack the product and send it at his expense and under his responsibility to the address indicated by Akori.

Unless specified otherwise on the invoice, once inspected and repaired, the product will be returned to the customer at Akori's expense and under Akori's responsibility in France and neighboring countries, at customer's expense in other countries.

Repair leadtime

In most cases, your hardware will be repaired or replaced in less than 7 (seven) working days starting from product reception date at the indicated address for repair. Akori is not liable nor responsible for carrier's delivery leadtime.

Warning : All your data may be lost during the repair; you are responsible for backing up your data before returning the defective product.

Out of Warranty repair

In case of defect occurring after the end of the warranty period, or in case of defect not covered by the warranty - an estimate of product repair price will be done on a best effort basis at customer request.

2- Software Limited Warranty

This warranty statement covers all software, including operating system software, that is provided to you as part of the product.

Software updates: The software warranty does not include updates nor new versions from Akori.

90 days limited software warranty

for a period of ninety (90) days from the date of purchase Akori guarantees that the software installed according to the instructions runs like the original software.

3- Warranty Limitations and claims

Claims

The customer must notify before the end of the warranty period any claim related to the warranty.

Limitation of Implied Warranties Liability and remedies

Akori does not make any implied warranty related to the product compliance to the customer needs, whether written or oral. The remedies provided above are customers sole and exclusive remedies. In no event shall Akori be liable for any direct, indirect, special, incidental or consequential damages (including lost profit) whether based on warranty, contract, tort or any other legal theory.