

## EASE OF CARE 2 DAY COMPREHENSIVE TERMS AND CONDITIONS

### 1.0 PROGRAM DESCRIPTION

1.1 Datalogic ADC's ***Ease of Care 2 Day Comprehensive*** program ("***Ease of Care 2 Day Comprehensive***") provides exceptional benefits and cost control for a Datalogic ADC customer ("Customer") that places an order for ***Ease of Care 2 Day Comprehensive*** under these Terms and Conditions. The standard benefits of this program include air freight shipping, repair within two (2) full business days after receipt at a Datalogic ADC service depot, repair of normal wear and tear, and repair of accidental damage to a covered Datalogic ADC device.

1.2 Datalogic ADC's ***Ease of Care 2 Day Comprehensive*** program includes the following benefits and limitations:

- a. Turn-around time for repair or replacement will typically occur within two (2) Datalogic ADC business days after receipt;
- b. In specified regions (see Section 4), Datalogic ADC will pay shipping to and from Customer's location to the Datalogic ADC repair center using the carrier of Datalogic ADC's choice;
- c. Three- (3-) or five- (5-) year initial service term with one- (1-) year renewal option (see Section 7);
- d. Covers: (i) normal wear and tear; (ii) component and parts failures; and (iii) accidental damage; any of the above that affect normal function of the device;
- e. Repair will include devices that are damaged due to accident or abuse, however devices with damage considered to be beyond economical repair, as determined at the sole discretion of Datalogic ADC personnel, shall be charged according to Section 3; and
- f. Repair will include the replacement of damaged battery doors, tethered stylus, hand strap, and screen protectors when reported and shipped together with the covered device.

### 2.0 SOFTWARE MAINTENANCE

2.1 For select Datalogic Windows Mobile® and CE® devices shipped after September 1, 2008 that are pre-licensed and preloaded, Wavelink support for Avalanche® and Terminal Emulation (TE) are included in the hardware Ease of Care program. Coverage applies only to licenses purchased from Datalogic ADC.

2.2 Wavelink® support includes major software releases and minor revision releases. Datalogic ADC will provide first line Technical Support. The terms and conditions for software upgrades may be found on the Wavelink web site at <http://www.wavelink.com/>.

### 3.0 EXCLUSIONS

3.1 ***Ease of Care 2 Day Comprehensive*** is available only in select regions and for specified product lines.

3.2 ***Ease of Care 2 Day Comprehensive*** coverage shall not apply to the following: (i) any device which has been, modified, altered, repaired, or upgraded by anyone other than Datalogic ADC service personnel or Datalogic ADC authorized representatives; (ii) any defect or damage caused by, improper storage, use of parts, batteries or accessories not approved or supplied by Datalogic ADC; (iii) any defect or damage caused by other devices or systems in use at Customer's premises; (iv) any defect or damage caused by use or maintenance of the device outside technical and environmental specification; (v) any defect or damage caused by natural or man-made disaster such as, but not limited to, fire, water damage, floods, other natural disasters, vandalism or abusive events that would cause internal and external component damage or destruction of the whole device; (vi) any damage or malfunctioning caused by non-restoring action as, for example, firmware or software upgrades, SW or HW reconfigurations etc.; (vii) any device on which the warranty void seal has been altered, tampered with or is missing; (viii) any device on which the serial number is missing or not recognizable; or (ix) any consumable or equivalent (cables, power supply, batteries, etc.).

- 3.3** In the event where Datalogic ADC notices an excessive rate of units returned with minor cosmetic damage that does not affect the normal operation of the unit or where no problem is found, an evaluation or repair fee may be charged at the sole discretion of Datalogic ADC personnel.
- 3.4** A device is deemed to be beyond economical repair when 66% or more of the main components are damaged or non-functional. If a device is determined to be not repairable, Customer will be notified, an evaluation fee may be billed, and the device may be returned unrepaired to Customer at their request. Datalogic ADC will notify and work with Customers that habitually return damaged devices.
- 3.5** EASE OF CARE 2 DAY COMPREHENSIVE COVERAGE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATALOGIC ADC DOES NOT WARRANT THAT THE DATALOGIC PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DATALOGIC ADC'S REMEDIAL EFFORTS WILL CORRECT ANY SOFTWARE NONCONFORMANCE.
- 3.6** Configuration, data and applications may be erased during the repair process. If this occurs, Customer will need to reload software as required. If Datalogic ADC runs out of parts to repair the device during the period of coverage by **Ease of Care**, Datalogic will replace the returned device with a functionally equivalent refurbished or new device subject to availability.
- 4.0 TRANSPORTATION**
- 4.1** For **Ease of Care 2 Day Comprehensive** in the EU, United States, and Canada, Datalogic ADC will pay shipment to the specified Datalogic ADC repair center and return shipping to Customer by Datalogic ADC's choice of carrier. In those regions, shipping will be via air or express freight. For all other regions, Customer is responsible for all shipping expenses.
- 4.2** Only freight charges are covered, and Customer shall be responsible for duties, taxes, optional insurance, uplifts, and any other charges associated with the transportation. Customer shall be responsible for shipping expenses for devices which Datalogic ADC, at its sole discretion, determines are not defective or eligible under these Terms and Conditions.
- 4.3** Customer agrees to obtain a Return Material Authorization (RMA) number in advance of shipping any device to Datalogic ADC and will use packaging provided by (and/or recommended by) Datalogic ADC when packaging the device. Failure to obtain an RMA number in advance or damage due to inadequate packaging may result in additional charges to Customer.
- 4.4** Customer is encouraged to send devices for repair as failures occur. Datalogic ADC reserves the right to limit the quantity of Customer's devices placed on RMA per day.
- 5.0 LIMITATION OF LIABILITY**
- 5.1** **DATALOGIC ADC'S REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT AS SET FORTH IN THIS DOCUMENT IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF CLAIMS OF BREACH OF WARRANTY OR PRODUCT DEFECT. UNDER NO CIRCUMSTANCES WILL DATALOGIC ADC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY INCIDENTAL, CONSEQUENTIAL IN-DIRECT, SPECIAL, OR CONTINGENT DAMAGES, REGARDLESS OF WHETHER DATALOGIC ADC HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6.0 PURCHASE**
- 6.1** Three- (3-) and five- (5-) year **Ease of Care 2 Day Comprehensive** must be purchased within sixty (60) days of device purchase.
- 7.0 RENEWAL OR OUT-OF-WARRANTY COVERAGE**
- 7.1** **Ease of Care 2 Day Comprehensive** is only renewable when devices have been under continuous Factory Warranty or **Ease of Care** coverage by Datalogic ADC. Devices that have not been on continuous coverage may be eligible for coverage under a different **Ease of Care** program. Datalogic ADC may at its sole discretion choose not to renew **Ease of Care** coverage when repair rates are found to be excessive or for devices nearing their end of service date.

## 8.0 ASSIGNMENT

8.1 Customer may assign or transfer its rights or obligations under **Ease of Care 5 Day** to the first end user, purchaser, or transferee of device only on the condition that such first end user, purchaser, or transferee not assign any rights and obligations it obtains by such assignment. Datalogic ADC must be notified in writing of transfer within twenty (20) business days of transfer. In any case of assignment or transfer, Customer shall remain jointly and severally liable with the assignee and/or transferee towards Datalogic ADC for any payment obligations under **Ease of Care 2 Day Comprehensive**. No attempted assignment or transfer in violation of this provision shall be valid or binding upon Datalogic ADC.

## 9.0 RISK OF LOSS

9.1 In the EU, the United States, and Canada, Datalogic ADC shall bear risk of damage for devices in transit from Customer to Datalogic ADC by carrier of Datalogic ADC's choice pursuant to Section 4 (above).

9.2 Datalogic ADC shall assume risk of loss or damage for devices in Datalogic ADC's possession or being returned to Customer by Datalogic ADC, except such loss or damage as may be caused by the negligence of Customer, its agents, or employees. If Customer has requested upgraded shipping by using its own carrier, Datalogic ADC will not assume any liability in connection with the shipment.

9.3 Datalogic ADC is not responsible for optional insurance coverage.

## 10.0 CANCELLATION/ADJUSTMENT OF COVERAGE/HOLD

10.1 **Customer Cancellation:** **Ease of Care 2 Day Comprehensive** may be canceled for a full refund within thirty (30) days of receipt of purchase order or before receipt of the first device to be repaired, whichever comes first. Once this period has expired, **Ease of Care 2 Day Comprehensive** is non-refundable.

10.2 **Adjustment of Coverage:** Datalogic ADC reserves the right to adjust **Ease of Care 2 Day Comprehensive** coverage for Customers that return damaged units on a recurrent basis and may, at its sole discretion, decide to quote and charge the product-specific flat rate repair or time and materials fees in effect at that time for any additional damaged product returned and continue this practice for a temporary period determined by Datalogic ADC or for the remainder of the prepaid term. Customer will be notified of adjustment prior to it becoming effective.

10.3 **Hold:** Datalogic ADC reserves the right to place Customer's **Ease of Care** coverage on hold for failure to make timely payment under these Terms and Conditions or any other contract between Datalogic and Customer. The hold period shall not extend the term of **Ease of Care** coverage.

## 11.0 CHANGES IN TERMS of FACTORY WARRANTY

11.1 The Terms and Conditions of Datalogic ADC's published product warranties may change without prior notice.

## 12.0 ACCEPTANCE OF TERMS

12.1 Customer's submission of a purchase order to Datalogic ADC referencing the **Ease of Care 2 Day Comprehensive** program shall be deemed automatic acceptance of these Terms and Conditions.

## 13.0 NOTICE

13.1 Notice shall be effective upon the date of the written notice provided by Datalogic ADC sent by e-mail or facsimile, to be followed by regular mail or express courier.

## 14.0 CHOICE OF LAW

14.1 These Terms and Conditions shall be governed by the law in the jurisdiction in which the Purchase Order (P.O.) referencing them is received by Datalogic ADC.