

## JLT MOBILE COMPUTERS LIMITED WARRANTY

### 1 PREAMBLE

- 1.1 This JLT Limited Warranty shall apply to JLT products sold by JLT Mobile Computers Sweden AB, JLT Mobile Computers France SAS, and JLT Mobile Computers, Inc., as applicable, (hereinafter referred to as "JLT") to a customer (the "Customer"). Any deviations from this JLT Limited Warranty must be agreed in writing between JLT and the Customer.

### 2 WARRANTY UNDERTAKING

- 2.1 JLT warrants to the Customer that the JLT Products (the "Products") enclosed with this JLT Limited Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period (the "Warranty Period") of (i) three (3) years from the date of the Customer's original purchase of the JLT Products or (ii) three and a half (3,5) years from the date of manufacture of the JLT Products, whichever is the earliest. However, the main battery of Tablets and Handheld units, the Warranty Period shall be six (6) months from the date of the Customer's original purchase, and for screens with Resistive Touch technology included in the Products, the Warranty Period shall be twelve (12) months from the date of the Customer's original purchase. For the avoidance of doubt, for screens with Projected Capacitive Touch (PCT) technology included in the Products, the general three (3) year warranty set out above applies. JLT warrants that preinstalled software, such as (but not limited to) firmware, JLT branded operating system and other JLT branded software, will be free from defects upon delivery. For some software, JLT will under a limited amount of time make available software updates. Information regarding the conditions for such updates are presented on [www.jltmobile.com](http://www.jltmobile.com). It is the customers responsibility to continuously keep track of such new information on the JLT website and to update the product with relevant new software and/or software versions. JLT bears no responsibility for any defects that may occur, related to hard- or software, as a consequence of that a customer has neglected to update the product with the latest software versions.
- 2.2 For defects in design, workmanship or materials in the Products which occur within the warranty periods set out in Section 2.1, JLT undertakes, at its own option, to repair or replace the defective Products. Repair or replacement of defective Products shall take place at JLT's premises or at JLT's appointed service agent and may be made by use of new or refurbished spare parts. Repair may also, when appropriate, be performed through remote access to the defective Products. Repaired or replaced hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longest.
- 2.3 The Customer shall be responsible and bear all costs for the dismantling and reinstallation of the defective part or Products. The Customer shall further be responsible for backing-up data stored on the defective Products, prior to sending the defective Products to JLT or JLT's appointed service agent. JLT shall have no liability for the data stored on any Products. JLT shall have fulfilled its obligations in respect of the defect upon delivery of a duly repaired or replaced part or Products to the Customer. If dismantling or reinstallation of parts or Products necessitates intervention in other equipment or products than the Product, the resulting labour costs and other costs shall be borne by the Customer. Services beyond the normal scope of warranty will be billed on a Time and Materials basis at the current rate in effect.
- 2.4 Transport to JLT in connection with repair or replacement of defective parts or Products during the warranty period shall be at Customer's risk and expense, whereas return transport to Customer after repair or replacement shall be at the risk and expense of JLT, provided however that the Customer shall bear the risk and expense resulting from such transports if the Products are located at a location other than the location to which the Products were originally shipped by JLT or its

subcontractors. The Customer shall follow JLT's instructions as to how the transport shall be carried out.

- 2.5 All defective Products shall be returned in accordance with local warranty return instructions, which can be obtained from JLT or the authorized JLT reseller which sold the defective Product. Returns to JLT or to JLT's appointed service agent for repair or replacement must be accompanied by a return materials authorisation (RMA) number. Such RMA number shall be requested by the Customer from JLT prior to any return of Products.
- 2.6 If the Customer has entered into a service level agreement with JLT with "Pick Up/Drop Off" option, JLT is responsible for collecting defective Products and returning repaired or replaced Products for the geographical markets identified in the service agreement. Thus, if such a service level agreement with "Pick Up/Drop Off" option is in place, JLT is liable for all transportation costs within the defined markets. The said service level agreement also provides for shorter turn-around times for repairs/replacements.
- 2.7 Defective parts or Products which are replaced by JLT according to the above shall be placed at JLT's disposal and shall become JLT's property.

### 3 WARRANTY RESTRICTIONS

- 3.1 JLT's liability, according to the warranty set out in this JLT Limited Warranty, is limited to defects which appear within the Warranty Period. The Customer shall without undue delay notify JLT in writing of any defect which appears, and failure to so notify JLT shall mean that the Customer loses his right to have the defect remedied.
- 3.2 JLT is liable only for defects which appear under the conditions of operation provided for in the documentation for the Products and under the intended and proper use of the Products, as detailed in such documentation. JLT is further liable only for defects provided that the Customer has followed such specific instructions regarding usage and care (including but not limited to instructions regarding the use of touch screens) as are provided together with the Products.
- 3.3 This JLT Limited Warranty does not cover third-party software products, such as operating systems, databases or the like, even if such third-party software products are delivered together with the Products. Such third-party software products are subject to the terms of their respective license agreements.
- 3.4 JLT's liability does not cover defects which are caused by faulty maintenance, use or care of the Products, incorrect installation or faulty repair by the Customer, unauthorised repair attempts, Products returned without RMA number or by alterations of hardware or firmware carried out without JLT's consent in writing. Finally, JLT's liability does not cover normal wear and tear, deterioration, or defects in wear parts, cosmetic defects (such as scratches or marks) or defective consumables included in the Products.
- 3.5 This warranty does not cover losses or damages arising from: shipping, modifications, adjustments, or installation of options or parts by any person or entity other than JLT's appointed service agent; excessive or inadequate electrical power surges or other irregularities; damages to computer system components caused by either internal or external equipment not supplied by JLT; connection shortages, or components not installed or purchased from JLT; special, incidental, or consequential damage resulting from any breach of warranty or any other legal theory, including but not limited to lost profit, downtime, goodwill, damage to or replacement of equipment and property, and any cost recovering, reprogramming, or reproducing any program or data stored in or used with JLT products; damages to painted surfaces and touch screens due to physical abuse or excessive use; accidents, misuse, fire, flood, "Acts of God", or other contingencies beyond the control of JLT.
- 3.6 This warranty does not cover peripherals or failures which are

caused by products not supplied by JLT, or failures which result from alteration, accident, misuse, introduction of liquid or other foreign matter into the unit, abuse, neglect, installation, maladjustment of consumer controls, improper maintenance, modification or service by anyone other than JLT's appointed service agent, or damage that is attributable to acts of God. JLT does not guarantee that software will be free from errors, either in isolation or in combination with hardware.

- 3.7 If the Customer submits a Product for repair/replacement in accordance with this Warranty, and no problem is found (NPF), JLT shall be entitled to charge the Customer for its time spent investigating the problems reported by the Customer, at JLT's then current hourly fees. JLT shall further be entitled to charge the Customer for JLT's costs incurred in relation to the investigation.

#### **4 LIMITATION OF LIABILITY**

- 4.1 THE FOREGOING WARRANTIES IN THIS JLT LIMITED WARRANTY ARE EXCLUSIVE OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT AND ALL OTHER JLT OBLIGATIONS OR LIABILITIES. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR JLT FURNISHING DEFECTIVE OR NONCONFORMING GOODS.

- 4.2 JLT'S LIABILITY VIS-À-VIS THE CUSTOMER IN RELATION TO THE PRODUCTS SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE PURCHASE PRICE FOR THE PRODUCTS PAID BY THE CUSTOMER. IN NO EVENT (TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW) SHALL JLT BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST DATA, LOST, LOST CONTRACTS, LOST PRODUCTION OR PROFIT, LOSS OF USE, OR FOR ANY OTHER ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF THE SALE, PURCHASE, USE OR DISPOSITION OF THE PRODUCTS, (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), AND IRRESPECTIVE OF WHETHER JLT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

#### **5 APPLICABLE LAW**

- 5.1 For Products sold by JLT Mobile Computers Sweden AB and JLT Mobile Computers France SAS, this Limited Warranty shall, in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect.
- 5.2 For Products sold by JLT Mobile Computers, Inc., this Limited Warranty shall in all respects be governed by and construed in accordance with the substantive laws of the State of Arizona, without regard to its conflict-of-laws rules.
- 5.3 For Products sold or provided by JLT Mobile Computers Sweden AB and JLT Mobile Computers France SAS, all disputes arising out of or in connection with this SLA shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Should the amount of dispute be less than EUR 50,000, the Institute's rules for expedited procedure shall be used. The arbitration proceedings shall be held in Stockholm, Sweden and shall be conducted in the English language.
- 5.4 For Products sold or provided by JLT Mobile Computers, Inc., the Customer submits to the sole and exclusive jurisdiction of the Arizona state and federal courts in relation to disputes arising out of or in connection with this Limited Warranty. The Customer hereby consents to venue in such courts and agrees not to object on the grounds the venue for the resolution of any dispute is inconvenient.
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