

ARKIN

Arkin Limited warranty

THIS LIMITED WARRANTY applies to new and refurbished ARKIN hardware devices (Arkin Adroit, Arkin Touch 7, Arkin Touch 10) or a current authorised reseller of Products (collectively “Authorised Party” or “Authorised Parties”) outside of the European Union, Iceland, Liechtenstein, Norway, or Switzerland after January 1, 2014.

(A) LIMITED WARRANTY. Arkin represents and warrants to the first end-user (“End-User”) of Products that the Products shall materially conform to Arkin’s published specifications in the user manual, subject to the terms and conditions below.

(B) FOR A WARRANTY CLAIM TO BE VALID. (i) notification must be made before the end of the Warranty Period, as defined below; (ii) must accompany customer logs and/or any other documentation if requested by Arkin; and (iii) must be substantiated with original proof of purchase from an Authorized Party, including the serial number of the Product(s).

(C) CLAIM HANDLING. (i) the remedy shall be repair or replacement of the non-conforming hardware Product or non-conforming part(s) of a hardware Product in a commercially reasonable time by Arkin or its authorized representative as solely determined by Arkin or its authorized representative; (ii) Arkin shall bear the cost of repair and/or replacement and the shipping costs incurred therein provided, however, that the return is authorized via an RMA number and return instructions are followed; (iii) replacement parts or Products will either be new or refurbished and will be furnished on an exchange basis. If defective parts or Products are not returned, Arkin shall bill for the unreturned hardware. All replaced parts and Products become the property of Arkin. Consumable parts not covered (“Consumables”, defined as disposable items, parts or components of the Product which are inherently subject to deterioration and wear out during the normal operation of the Product.)

(D) WARRANTY PERIOD. The “Warranty Period” is as follows:

(i) Products: twelve (12) months from the date a new or refurbished Product is first delivered to the End-User after being purchased.

(E) EXCLUSIONS. The limited warranty obligations do not cover physical damage sustained from improper handling during shipping as well as normal wear and tear in use of Product. The limited warranty shall be voided if alleged Product failure was caused in whole or part by (i) improperly or incorrectly performed modifications, alterations or repair; (ii) parts or Consumables were installed and used that were not certified or approved by Arkin or its designated representative; (iii) unusual physical or electrical stress; (iv) abuse, misuse, accident, neglect; (v) exposure to moisture, flooding, fire, electrical problems associated with incoming power or other acts not the fault of Arkin; (vi) not adhering to A’s recommended maintenance procedures or failure to comply with Product instructions and/or documentation; (vii) to the extent allowed by applicable law, the Product has been removed from the country or region where it was originally sold by Arkin or its designated representative. No coverage under the Limited Warranty will exist if Arkin was not notified of the alleged defect or malfunction prior to the expiration of the Warranty Period. Arkin shall make the final determination as to the existence and cause of any alleged defect.

(F) HOW TO GET WARRANTY SERVICE. To make a claim under this Limited Warranty, please contact the Authorized Party where the Product was purchased, or, contact Arkin Support via info@arkin.com.au or call **1300 089 967**.

(G) LIMITATIONS/DISCLAIMERS. This limited warranty is the end-user’s sole and exclusive remedy against Arkin where permitted by law. Except for this limited warranty, Arkin makes no other warranties whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise, with regard to the performance of any product. Without limitation of the foregoing, all implied warranties, including warranty of merchantability or fitness for a particular purpose, are hereby excluded. Arkin waives all liability for any indirect, incidental, collateral, exemplary, punitive, special or consequential damages, including loss of use or loss of profits, even if Arkin has been advised of the possibility of such claims or damages.