



# Acme Portable Machines, Inc.

## STANDARD LIMITED WARRANTY POLICY

This Limited Warranty applies only to Products sold by Acme Portable Machines (herewith called the Company) or their authorized resellers as shown in the Company's sales records.

The Company warrants that the Products that you have purchased from the Company, or their authorized resellers, are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of shipment from the Company covering for twelve (12) months. Products must be registered with the Company to receive warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty period. This Limited Warranty extends to the original end user purchaser and is not transferable. This Limited Warranty is applicable in all countries and will be honored in any country where the Company or their authorized service providers offer warranty service, subject to the terms and conditions set forth in this Limited Warranty. Warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

During the Limited Warranty Period, the Company will repair or replace any defective component with new or refurbished materials (equal or better specifications). Notwithstanding the foregoing, in the unlikely case of Products Dead on Arrival returns, the Company shall be obligated to repair or replace with new materials, any Products covered under this warranty. This is your exclusive remedy for defective products. All products returned to the Company must have a Return Material Authorization (RMA) number assigned exclusively by the Company. The Company cannot be held responsible for any loss or damage caused to the product received without an RMA number. You accept responsibility for all freight charges for the return of goods to the Company's designated facility. The Company will pay return freight charges back to your location in the event that the product is repaired or replaced within the warranty period stipulated herewith. The Company reserves the right to elect, at its sole discretion, to give you an equivalent replacement when original component became unavailable. All component parts or Products removed under the Limited Warranty become the property of the Company. The Limited Warranty does not apply to expendable parts and does not extend to any Product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, improper installation, abuse or other external causes, including but not limited to fire, earthquake, flood, natural or unnatural disaster, exposure to chemicals (or levels of chemicals) not ordinarily found in a computer operating environment, or act of God; (b) by operation outside the usage parameters (including, but not limited to, temperature maximums) stated in the user documentation that shipped with the Product; (c) by use of parts not manufactured or sold by the Company; or (d) by modification or service by anyone other than (i) the Company, (ii) a Company authorized service provider, or (iii) your own installation of end user replaceable Company parts.

Replacement parts may not be available at the expiration of the warranty period due to the industry trend. However, the company can suggest replacement part that functions the same as the original equipment. Suggested parts are warranted to be free from defects in material or workmanship for up to one year.

The Company makes no representations or other warranty of any other kind express or implied. In no event shall the Company be liable to you nor you to the Company for any special, incidental or consequential damages for breach of any of its obligations under this Agreement, including but not limited to loss of profits or revenues; loss of anticipatory profits; loss of use of equipment; damage to equipment; cost of capital; cost of substitute products or equipment; facilities or services; downtime costs; or claims of your customers for such damages, caused by any defective equipment, whether such defect is warranted against or not.

These terms and conditions constitute the complete and exclusive warranty agreement between you and the Company regarding the Product you have purchased. These terms and conditions supersede any prior agreements or representations, including representations made in Company sales literature or advice given to you by the Company or an agent or employee of the Company that may have been made in conjunction with your purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of the Company.

Notes:



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1. **NPF Returns:** Products returned for warranty service which are found to be NPF (No Problem Found) will be charged a handling fee on return to you for NPF System: \$85.00 per system. Non-warranty and NPF returns are returned to you or your Customer at the claiming party's cost.

2. **Warranty Advance Replacement Parts:** All warranty advance replacement parts must be authorized by the Company by requesting an RMA. You must provide PO, credit card, or other payment method in order to receive advanced replacement shipment. Credit will be issued against the advanced replacement on receipt of warranty material by the Company. Defective part(s) must be returned to the Company within twenty-one (21) days of receiving the replacement part(s). Part(s) not returned within the specified time (or found to be non-warranty due to age or induced failure) are subject to being invoiced.

3. **Credit for Returns:** A valid RMA number from the Company's Customer Service Dept is required for all returns and repairs. No refunds or exchanges beyond 30 day from the original invoice date are authorized unless previously agreed by the Company in writing. All system sales are final; no returns or exchanges are accepted. A 20% restocking fee will apply to all qualified returns and exchanges. RMA number is valid for 30 days. Evaluation returns must be in original condition with all the accessories for a full refund. A minimum 25% restocking fee will apply to damaged items and items with missing accessories.

4. The Company is not responsible to recover any Operating Systems, other software and data in the event any part of the Products need to be replaced.