



Somero Matson Group LLC

# Warranty Information

## Limited Warranty

The Somero Matson Group makes no representations or warranties, express or implied, except as provided below. The Somero Matson Group warrants to the Customer that: a) its hardware product is free of defect in design, materials and workmanship under normal use for the period of one (2) years from the date of purchase b) its firmware and software product is warranted for a period of Two (2) years from the date of purchase. The Somero Matson Group warrants that its product under normal use will perform substantially in accordance with the documentation without significant errors that make it unusable. The Somero Matson Group, at its option, will repair or replace, at the business location of The Somero Matson Group, each product that is determined by The Somero Matson Group to be defective or non-conforming. This warranty shall not apply to any part of the product, which in the judgment of The Somero Matson Group, has been subjected to misuse, negligence, alteration, accident, improper maintenance, or damage by excessive physical or electrical stress. Adjustment of the product will void this warranty. This warranty is void if the serial number of the the Somero Matson Group product has been defaced, altered, or removed, or if the product has been modified. This warranty does not apply to expendable components such as fuses or bulbs. Repair and replacement parts will be furnished on an exchange basis and may be either reconditioned or new. All replaced parts or products become the property of The Somero Matson Group. At the option of The Somero Matson Group, the sole remedy for breach of warranty shall be repair or replacement of the defective product, software workarounds, or refund. The Somero Matson Group does not warrant that the functions contained in the programs will meet requirements of the Customer or that the operation of the programs will be uninterrupted or error free. The Customer assumes the responsibility for the selection of the programs and hardware to achieve its intended results and for the installation, use, and results obtained from the programs.

For any product that is offered as an accessory which is not directly manufactured by the Somero Matson group all of the contingencies in the Limited Warranty still apply but only for the duration of (1) year. This includes any Cell phones, carrying cases, or any other accessory not specifically manufactured by the Somero Matson Group.

## Limited Liability

Independent of the warranty or any other agreement between the Customer and The Somero Matson Group , regardless of the basis for any claim, including negligence and strict liability or other tort, in no event will The Somero Matson Group or anyone else who has been involved in the creation, production, or delivery of The Somero Matson Group products be liable for any damages in excess of the purchase price, whether lost profits, savings or data, or other direct, indirect, consequential, punitive, or incidental damages, even if The Somero Matson Group or an authorized dealer has been advised of the possibility of such damages, or for any claim by any other party. This warranty gives the Customer specific legal rights and the Customer may also have other rights that vary from state to state (U.S.) or in the Customer's home country. The Somero Matson Group

Corporation's maximum liability shall be limited to refund of the purchase price. Some consumer laws may not allow the limitation or exclusion of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to the Customer. The price of the materials and programs reflects this allocation of risk. This warranty shall not apply to the extent any provision is prohibited by applicable law that cannot be preempted.

## **Return Procedures**

### **Determination of Warranty Period**

1. The purchase date on the original proof of purchase receipt received from one of The Somero Matson Group's authorized distributors/resellers will establish the start date of the product warranty. In event that the Customer is unable to produce acceptable proof of purchase documentation, the established start date of the product warranty will be determined by the date on which the product was shipped from The Somero Matson Group's warehouse..
2. A product will be considered "Under Warranty" and its repair handled according to the "Under Warranty" guidelines if the date on which a problem is first brought to the attention of The Somero Matson Group Corporation's Technical Support department falls within the product warranty period beginning at the established start of the product warranty (as defined above). Problems brought to The Somero Matson Group's attention outside of the warranty period will be addressed according to The Somero Matson Group's "Out of Warranty" guidelines.

### **Under Warranty Product**

1. The Somero Matson Group's Technical Support department must be notified within thirty (30) days of the date that the defect is discovered.
2. All The Somero Matson Group products must be shipped with freight and insurance prepaid both ways, in the original shipping container, or equivalent. The Somero Matson Group will return a product that qualifies under this warranty with freight and insurance prepaid by the customer.
3. A written description of the defect must be provided with the returned product. All defects must be reproducible at The Somero Matson Group's location to qualify for this limited warranty. For shipping addresses, contact:

The Somero Matson Group Headquarters: +1.800.584.5553

### **Out of Warranty Product**

Customers choosing to return Out of Warranty product to The Somero Matson Group are authorizing The Somero Matson Group to repair the product to the specifications of the then current released version of the product, and to charge the Customer at The Somero Matson

Group Corporation's current rates for parts and labor required to repair the product. A handling charge will be assessed for all Out of Warranty products returned to The Somero Matson Group – irrespective of any problems discovered with the product.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, TRADE OR PERFORMANCE AS WELL AS ANY OTHER STATUTORY WARRANTIES, CONDITIONS OR LIABILITIES OF THE SOMERO MATSON GROUP , ALL OF WHICH ARE HEREBY DISCLAIMED.

No The Somero Matson Group dealer, distributor, agent, or employee is authorized to modify this warranty.