

MICROTEK LIMITED WARRANTY Consumer Electronics

(1) Who is covered:

Original retail purchaser only.

(2) What is covered by this warranty:

Microtek warrants the new hardware product will be free from defects in material and workmanship, under normal use.

Microtek warrants physical media and user manuals will be free from defects in material, under normal use.

This warranty applies only to products purchased and used in the United States or Canada. For products purchased in, but used outside, the United States or Canada, this warranty covers only warranty service within the United States and Canada (and does not include shipping outside the United States or Canada).

(3) What is the length of the warranty period:

90 days from the original purchase date.

(4) What is not covered:

(a) This warranty does not cover:

1. Physical damage.
2. Damage caused by improper installation, improper or abnormal use, misuse, neglect, or accident.
3. Damage caused by another device or software used with the product.
4. Alkaline batteries , carrying case, clips, straps, and external memory if supplied with product.

5. Warranty service or shipping outside the United States or Canada.
- (b) This warranty is void if:
1. The product serial number has been altered, effaced, or removed.
 2. The product is altered or modified in any way or if warranty repairs are attempted without authorization from Microtek.

(5) How to obtain warranty service:

- (a) Authorization is required. Purchaser must notify Microtek of the claimed defect and obtain a Return Material Authorization (“RMA”) number no later than 15 days after the end of the warranty period. You can contact Microtek for an RMA number by:
1. Calling (310) 687-5999.
 2. Mailing a request, including your name, address, daytime telephone number, email address, and product information including description of the problem to:

Microtek Lab, Inc.
ATTN: CUSTOMER SERVICE
16941 Keegan Avenue
Carson, California 90746

YOU MUST HAVE AN RMA NUMBER BEFORE RETURNING ANY PRODUCT TO MICROTEK. NO RETURNS WILL BE ACCEPTED WITHOUT A VALID RMA NUMBER.

- (b) Returning the product for service. Purchaser must return the product, along with the proof of purchase and purchase date to where you purchase (“the Agent”) the product. Purchaser is responsible for the cost of shipping to the Agent, packing the product in its original (or comparable) packaging, and insurance (if any). Purchaser is responsible for any loss or damage during shipping.

(6) What Microtek will do to correct problems:

- (a) Warranty Service. If the product defect is covered by this warranty, Microtek will, at its option, repair or replace the defective product at no charge to you for parts or labor. The replacement product (or parts) may be new, reconditioned, or comparable to the defective one. Microtek warrants repaired or replacement products (and parts) for 30 days from shipment to you or through the end of your original warranty, whichever is longer.

This is your sole and exclusive remedy under this warranty.

- (b) Non-Warranty Service. If the product defect is not covered by this warranty, Microtek will notify you. Any service, repair, or replacement that you authorize will be performed at Microtek's then-current rates. Microtek's acceptance of your returned product does not mean that the product will be repaired at no cost to you. Microtek does not provide non-warranty service for the Lithium-Ion Battery and Adapter after the 90-day warranty period expires.
- (c) Return of Product to Purchaser. Microtek will be responsible for the cost of returning the product to you via ground shipping (within the United States or Canada only) unless:
1. It determines that the defect is not covered by this warranty. In that case, Purchaser will pay a reasonable fee for examination and testing and the actual cost of return transportation.
 2. Purchaser's packaging is inadequate. In that case, Purchaser will pay the actual cost of return transportation and, if applicable, packaging.

(7) No other warranties:

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

No Microtek employee, representative, or agent is authorized to make any warranties, representations, or obligations inconsistent with or in addition to those set forth in this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(8) Limitation of liability:

MICROTEK WILL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, even if advised of the possibility of such damages. Microtek is not liable for lost profits, downtime, damage or destruction of other programs, data, equipment, or property, costs of recovering, reprogramming, or reproducing any program, data, or equipment, personal injury or loss, or any other damages. Microtek's entire liability will be limited to replacement, or repair, at its option.

(9) Rights under country law:

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from states to states.

(10) Governing law:

This warranty will be governed by the law of the State of California, U.S.A., excluding its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this warranty.

Serial Number: (please complete for your records) _____

Retain a copy of your dated invoice, and staple it to this warranty card for your future reference.

For additional information about Microtek products and software downloads, visit www.microtek.com