

# KONTRON

2022

## **KONTRON AMERICA INC. and KONTRON CANADA INC. COMPLIMENTARY WARRANTY**

### **Notices**

This complimentary warranty is subject to change without notification.

This warranty constitutes the only warranty provided by Kontron Canada Inc. and Kontron America Inc. / (hereinafter together known as “KNA”) to our customers and supersedes and excludes such as but not limited to all other documents, information, whether oral or written.

In this document, the term “customer” means and must be the original owner of the product being serviced under this warranty.

Some countries, states (or jurisdictions) do not allow exclusion of implied warranties and limitations on their duration or exclusion or limitation of incidental or consequential damages. Accordingly, the limitations or exclusions mentioned herein may not apply to the customer. This warranty gives the customer specific legal rights, and the customer may also have other rights which vary from state to state or by countries or jurisdiction.

### **Hardware Limited Warranty**

This KNA hardware limited warranty gives you, the customer, express limited warranty rights from KNA, the manufacturer. Herein product shall be defined as the KNA hardware including its firmware (the “Product”). The Product is warranted against defects in materials and workmanship.

Under this warranty, Products purchased in one country/region may be transferred to another country/region, where KNA or its authorized service providers offer warranty service for the same Product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability.

The Product is subject to export or import regulations. The customer agrees to strictly comply with all such laws and regulations and acknowledges that he has the responsibility to obtain authorization to export, re-export, or import the Product, as may be required.

For purposes of this policy, the term “defect” shall mean the Product fails to operate or fails to conform to its specifications agreed to in writing by KNA.

Customer of the Product shall return any defective Product in accordance with KNA's standard Returned Material Authorization (RMA) procedure, and shall be returned to any location to be designated by KNA. KNA shall pay one-way return shipping costs only (excluding taxes and duties). The customer shall incur all shipping and insurance costs to return the defective Product to any KNA repair facility.

KNA's sole and exclusive obligation is to repair or replace with new or refurbished materials (equal or better specifications), at its option, any Products covered under this warranty, provided that KNA receives written notice of the defect during the period of warranty. KNA is under no obligation to rework material to current revisions at KNA's expense unless KNA is required to rework to current revisions because it does not have parts available to repair or replace the Product in conformance with its existing configuration specification or if rework is required to meeting quality and performance standards of existing configuration specifications.

This limited warranty covers repairs at KNA's facilities only. Labor, transportation or other expenses to repair or reinstall warranted Products on site or at customer's premises are not included.

This warranty is in lieu of all other warranties, express, implied or statutory, including without limitation those of merchantability, fitness for a particular purpose, all of which are expressly disclaimed. KNA warrants that Product warranty repairs and replacements will be free from defects in materials and workmanship.

**For all the options mentioned in this document, please refer to the specific agreement or terms and conditions.**

### **No problem found returns**

Any Products returned for warranty service which are found to be "No Problem Found (NPF)" will be charged a handling and shipping fee.

### **Exclusions**

The Product is not warranted to be uninterrupted or error-free, KNA is not responsible for failure to follow instructions provided.

This limited warranty shall not apply to any Product, or parts thereof, that:

- (a) has had the serial number, model number, or other identification markings modified, altered, removed or rendered illegible;
- (b) has been damaged by or subject to improper installation or operation, misuse, accident, neglect and/or has been used in any way other than in strict compliance with KNA's operation and installation manual;
- (c) has become defective or inoperative due to its integration or assembly with any equipment or products not supplied by KNA;
- (d) has been repaired, modified or otherwise altered by anyone other than KNA, and/or has been subject to the opening of any sealed cabinet boxes or covers without KNA's prior written consent.

If any warranty claim by customer falls within any of the foregoing exceptions, customer shall pay KNA its then current rates and charges for such services.

KNA is not responsible for loss of data or damage of any programs, removable media, nor responsible for data restorations.

KNA is not responsible for loss or data or damage due to third party virus, infection, worm or similar malicious code.

KNA is not responsible for interoperability or compatibility issues that may arise when products not supported by KNA, products which have been misconfigured (by others other than KNA), and/or third party products are installed into KNA Products which were not intended for such configurations.

## **Out of warranty repairs**

Upon request, KNA shall perform repairs to Products as long as these are within the Product's service life and replacement components are still available. Such repairs shall be done in a professional manner at the then current rate.

Shipments to and from KNA's repair facilities shall be borne by customer, including all taxes and duties.

## **Limitation of Liability**

KNA reserves the right to investigate any warranty claims to quickly resolve the problem or to determine whether such claims are proper. In the event that after repeated efforts KNA is unable to repair or replace a defective Product, then customer's exclusive remedy and KNA's entire liability in contract, tort or otherwise shall be the payment by KNA of customer's actual damages after mitigation, but shall not exceed the purchase price actually paid by customer for the defective Product.

KNA makes no representations or other warranty of any other kind express or implied. In no event shall KNA be liable to customer for any special, incidental or consequential damages for breach of any of its obligations under this policy, 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 customer customers for such damages, caused by any defective equipment, whether such defect is warranted against or not.

## **Customer Responsibilities**

- Customer to provide timely and accurate information about systems when filling out a warranty claim.
- Customer to provide accurate and current contact information regarding service requests.
- Customer to maintain a proper environment for KNA hardware
- Customer maintains KNA Products with latest firmware, or additional software, and follow instructions for temporary workarounds from KNA.

- Customer could allow KNA to keep resident on your systems diagnostic tools to find issues to improve time to diagnose the issue.
- Customer may provide connectivity through a KNA approved communication line.
- Customer should provide KNA data resulting from diagnostics with electronic data transfer.
- Customer should maintain proper backup and restoration services on KNA hardware.
- When shipping the Product to KNA’s repair facilities, the Customer shall remove all data, including confidential information, proprietary information and personal information on the Product or if the Customer is unable to remove any such information, modify the information to prevent its access by another party or so that it is no personal data under applicable law. KNA shall not be responsible for the loss, corruption or disclosure of any data, including confidential information, proprietary information, or personal information, on a Product returned or accessed for warranty service.

### **Parts-and-labor for KNA product only service**

Under the terms of this warranty, and in conjunction with KNA's RMA procedures, KNA will provide replacement parts free of charge. This warranty does not include any onsite services to replace the defective parts or Products.

### **Limited Warranty Period**

The Product warranty is specified and has a fixed period dating from the date of invoice. The following Products are covered for the durations shown below:

<b>KNA Product</b>	<b>Limited Warranty Period</b>
Symkloud MS Series including power supplies, fans, hub/switch modules, and processor modules.	<b>3 Years Parts-and-labor for KNA products only</b>
Mobile Edge (ME) Series including power supplies, fans, modules.	<b>3 Years Parts-and-labor for KNA products only</b>
Carrier Grade (CG) Series including power supplies, fans, and motherboards.	<b>3 Years Parts-and-labor for KNA products only</b>
All other Kontron products	<b>2 Years Parts-and-labor for KNA products only</b>
Out-of-warranty repairs	<b>90 days from the repair date recorded by serial number in KNA’s repair database</b>
In-warranty repairs	<b>Balance of the original warranty period or 90 days, whichever is longest.</b>

## **Option: Extending warranty period**

Notwithstanding the above Limited Warranty Period table, if Customer has purchased an extended warranty option, the Product will be warranted as per the Limited Warranty table above plus the period of the Extended Warranty option.

## **Service Level Agreement**

The following service level agreement (“SLA”) shall be provided with the basic repair service:

<b>Service</b>	<b>Standard SLA<sup>1</sup></b>	<b>Description</b>
Get RMA #	Next business day	If customer provides the following minimal information: Product serial number, part number, a detailed description of the issue, the billing and shipping addresses, KNA will issue an RMA number to the customer within the next business day
Product repaired	15 business days from receipt at KNA repair facility	Once Product is received at KNA’s repair facility, the Product shall be repaired and returned to customer site within the SLA

1. Response times are based on local (to KNA repair facilities) standard business days. Response times are measured from time initial request (phone call, email etc.) and every effort will be made by KNA to respond but may vary depending on local conditions or country. The response times constitute targeted goals to be provided by KNA to customer, and it is understood that KNA shall use commercially reasonable efforts to respond to customer requests within the target times. Accordingly, the parties agree that any sporadic failure to meet targeted times shall not constitute a breach of KNA obligations under this document.

## **Software Limited Warranty**

Except as provided in the applicable software end-user license or program license agreement, or if otherwise provided under local law, software products, including any software products, freeware (as defined below) or the operating system preinstalled by KNA are provided “as is” and with all faults, and KNA hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses.

To the maximum extent permitted by applicable law, in no event shall KNA or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the software product, even if KNA or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## **Freeware operating systems and applications**

KNA does not provide support for software provided under public license by third parties, including operating systems or applications (“Freeware”). Support for Freeware provided with KNA Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your KNA Hardware Product.

## **Contacting KNA Support and RMA Helpdesk**

Support for drivers, manual, documentation are all available at this URL: <https://www.kontron.com/support>

Contact information is available here: <https://www.kontron.com/support>  
North American Technical Support & RMA contact information are:

- Phone : 1-888-835-6676
- Email : [support-na@kontron.com](mailto:support-na@kontron.com)

Please have the following pieces of information available:

- Product serial number, model name, and model number