

## Datalogic Automation Standard Warranty Terms and Conditions

### 1. Premises

The provisions hereunder shall apply in addition to our General Terms for the Sale of Goods (hereinafter "General Terms"). During the relevant warranty period, the provisions hereunder, being more specific than our General Terms, shall take precedence. These Warranty Terms and Conditions (hereinafter "Warranty Terms") shall be valid in conjunction with our General Terms. Our General Terms are incorporated herein by reference and both, General Terms and Warranty Terms, constitute an effective integral part of the contract accepted by the Buyer.

### 2. Warranty coverage

Except as otherwise agreed in writing between Datalogic Automation and the Buyer, Datalogic Automation warrants that the products shall be (i) free from defects in material and workmanship, (ii) compliant with Datalogic Automation specifications and indication of use, (iii) in accordance with national and EU regulations for the period of twelve (12) months from delivery. During the warranty period, in case of a valid claim for defect received in writing by Datalogic Automation, Datalogic Automation or Datalogic Authorised Repair Centres (hereinafter "ARC") shall, at its sole option, repair or replace, or credit or refund, the defective products duly returned to Datalogic Automation. In no event shall be considered a valid claim when (a) the claim relates to the unsuitability of the products for any particular use the buyer intends to perform; (b) the products have not been paid, totally or even partially, by the buyer at due dates; (c) the serial number is missing or defaced; (d) the proof of the purchase is missing; (e) the buyer has attempted to repair the equipment or otherwise altered or tampered with it; (f) the product has been damaged or destroyed through external force; (g) spare parts, software or expendable materials have been used even if unsuitable for such products; (h) the claim is received by Datalogic Automation after expiration of the warranty period.

### 3. Warranty Exclusions

This warranty does not extend to:

- (1) parts, materials or equipment manufactured by or on behalf of the buyer or in accordance with buyer's specifications;
- (2) system consumables (e.g. batteries, cables, diskettes, print supplies);
- (3) defects or damages to the products which are due to improper installation or maintenance, misuse, abuse, unauthorized repair or installation, modifications or alterations of the products;
- (4) defects or damages caused by other products which Datalogic Automation is not liable for;
- (5) defects or damages caused by a third parties' tort committed against the buyer;
- (6) any maintenance or technical activity including but not limited to rework and retrofit hardware and software activity aiming at enhancing the product performance provided by other than Datalogic Automation or ARC;
- (7) samples and/or prototypes;
- (8) theft of equipment or components;
- (9) force majeure events;
- (10) transport damage of any kind;
- (11) minor blemishes such as scratches, dents etc;
- (12) replacement of expendable items
- (13) adjustment, cleaning or maintenance work on the equipment

### 4. Repair and Replacement

For the purposes of these Warranty Terms, "**Repair**" shall mean the repair and/or the adjustment of the products in order to meet the original manufacturing specifications. Datalogic Automation shall use new or refurbished parts at its discretion and shall remain the sole owner of all parts removed from defective products.

Product updates and/or upgrades, if applicable, will be applied at Datalogic Automation discretion. Warranty on the repaired product is 90 days from the repair date and it is limited to workmanship and parts related to the recovered malfunction.

For the purpose of these Warranty Terms, "**Replacement**" shall mean that Datalogic Automation shall replace the product with the same configuration or equivalent of the original one.

**Turnaround time** for Repair or Replacement is 10 business days from the date the product is received by Datalogic Automation Turnaround time does not include shipping time. Datalogic Automation shall use its best effort to meet the Turnaround time, but in no event Turnaround time shall be considered as a guarantee.

Repair and/or Replacement of a product shall not extend the original applicable warranty period.

Products must be shipped in the original or comparable packaging, shipping and insurance charges prepaid. Datalogic Automation shall ship the repaired or replacement product freight and insurance prepaid.

### 5. Other provisions

The Buyer accepts full responsibility for its software and data including the appropriate backup thereof.

**DATALOGIC AUTOMATION MAKES NO OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

**DATALOGIC AUTOMATION DOES NOT WARRANT THE UNINTERRUPTED OPERATING OF THE PRODUCTS, NOR THEIR OPERATING WITHOUT ERRORS, NOR THE CORRECTION OF ALL ERRORS AND DISCREPANCIES, WHICH MAY BE DISCOVERED.**