

## BattleTac Commander One Year Limited Warranty

Our warranty obligations for this hardware product are limited to the terms set forth below:

Monotic Magyarország Kft. ("BattleTac") warrants this BattleTac-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period").

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, BattleTac will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

BattleTac may request that you replace defective parts with new or refurbished user-installable parts that BattleTac provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by BattleTac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes BattleTac's property. Parts provided by BattleTac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to BattleTac and becomes BattleTac's property.

*THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS*

## **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to hardware products manufactured by or for BattleTac that can be identified by the "BattleTac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-BattleTac hardware products or any software, even if packaged or sold with BattleTac hardware. Manufacturers, suppliers, or publishers, other than BattleTac, may provide their own warranties to the end user purchaser, but BattleTac, in so far as permitted by law, provides their products "as is". Software distributed by BattleTac with or without the BattleTac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

BattleTac does not warrant that the operation of the product will be uninterrupted or error-free. BattleTac is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-BattleTac products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by BattleTac; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of BattleTac; (e) to a product or part that has been modified to alter functionality or capability without the written

permission of BattleTac; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or (h) if any BattleTac serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER STATUTORY RIGHTS, WHICH VARY FROM COUNTRY TO COUNTRY. BattleTac'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY BattleTac. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. SAVE TO THE EXTENT PERMITTED BY LAW NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

No BattleTac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, BattleTac IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH BattleTac PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **OBTAINING WARRANTY SERVICE**

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact us at **warranty@battletac.com**. A BattleTac representative will help determine whether your product requires service and, if it does, will inform you how BattleTac will provide it. You must assist in diagnosing issues with your product and follow BattleTac's warranty processes.

BattleTac may restrict service to the country where BattleTac or its authorized distributors originally sold the hardware product and provide warranty service (i) at a BattleTac Retail store or the authorized distributor, where service is performed at the location, or the BattleTac Retail store or the authorized distributor may send the product to a BattleTac repair service location for service, (ii) or if you purchased the product directly from BattleTac's online shop, you must send the product to BattleTac repair service location for service, or (iii) if possible, BattleTac will send you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of BattleTac and you agree to follow instructions, including, if required, arranging the return of original product or part to BattleTac in a timely manner. When providing DIY Service requiring the return of the original product or part, BattleTac may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, BattleTac will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, BattleTac will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, BattleTac may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords.

**THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.**

Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.