

## ESI Limited Lifetime Hardware Warranty Terms and Conditions

ESI offers a one (1) year limited warranty on most of its products. That standard warranty can be extended to a Limited Lifetime Hardware Warranty for eligible products (“Product”) subject to the following terms and conditions. The embedded software is subject to the ESI Software License Agreement (available at [www.esi-estech.com/legal](http://www.esi-estech.com/legal)) and any specific Software warranty terms for additional software products loaded on the device.

### **Duration of Hardware Warranty:**

In order to take advantage of the ESI Limited Lifetime Warranty for the ESI Product, the original reseller of the Product (“Reseller”) must register the Product with ESI within 90 days of the system purchase date. Product registration should be made by [completing this form](#). If the Product is registered by Reseller and the Customer email address is verified by ESI, the ESI Product will remain under warranty as long as the Customer continues to own or use the Product. If the item or Customer does not qualify for lifetime warranty coverage or is not registered by the Reseller as stated above, the ESI product might be warranted under ESI’s Standard Hardware Warranty for one (1) year subject to the limitations set forth below and in the ESI Terms and Conditions of Sale (available at [www.esi-estech.com/legal](http://www.esi-estech.com/legal)). In the event of discontinuance of Product manufacture, ESI hardware warranty support will be discontinued on the Last Date of Support (LDoS) published in the product End of Life Announcement.

### **Replacement or Repair Procedure for Hardware:**

ESI will use commercially reasonable efforts to ship a replacement Product to the registered Reseller as an advanced replacement within ten (10) working days after receipt of the Return Material Authorization (“RMA”) request so long as the Reseller is in good standing with ESI.

### **Limited Lifetime Hardware Warranty:**

ESI warrants that commencing from the date of shipment to Customer (and in case of resale by an ESI reseller, commencing not more than ninety (90) days after original shipment by ESI), and continuing for the applicable warranty period, the Hardware will be free from defects in workmanship and materials under normal use. The date of shipment of a Product by ESI is set forth on the packaging material in which the Product is shipped. This Limited Lifetime Hardware Warranty extends only to the Reseller. Customer's sole and exclusive remedy and the entire liability of ESI and its suppliers under this limited warranty will be shipment of a replacement product within the warranty period and according to the replacement process described in the ESI Terms and Conditions of Sale. ESI replacement parts used in Hardware repair may be new or equivalent to new. ESI’s obligations hereunder are conditioned upon the return of affected Hardware in accordance with ESI’s Terms and Conditions of Sale.

**Restrictions:** This Limited Lifetime Hardware Warranty does not apply if the Hardware (a) has been altered, repaired or tampered with, except by ESI or its authorized representative, (b) has not been installed, operated, and maintained in accordance with instructions supplied by ESI, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes, (e) is

## **ESI Limited Lifetime Hardware Warranty Terms and Conditions**

rendered defective by other circumstances beyond ESI's control or from other than ordinary use of the product or (f) has not continually been serviced by the Reseller or a successor reseller which has been approved in writing by ESI.

THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE THE SOLE AND EXCLUSIVE WARRANTIES FOR ESI'S BREACH OF WARRANTY. ESI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ANY LIABILITY FOR DAMAGES ARISING OUT OF THE USE OF THE PRODUCT. ESI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COSTS ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, INTERRUPTION TO BUSINESS OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL SURVIVE WITHOUT LIMITATION.