

## Warranty Information

Customer satisfaction is of the utmost importance to Motion Computing. Each Motion Tablet PC ships with a 1-year limited warranty which covers the Tablet PC, hard drive and memory and select accessories.

The Motion FlexDock, Motion Memory, and Motion Hardtop Keyboard ship with a 1-year Accessories Limited Warranty and all other accessories are covered by a 90-day Accessories Limited Warranty. Specific warranty information for the [Motion Tablet PCs and accessories](#) can be viewed below.

Product Warranty Period	
Motion Tablet PCs	1 year
Hard Drive	1 year
Memory	1 year
Convertible Keyboard	1 year
MobileDock	1 year
FlexDock	1 year
Motion Hardtop Keyboard	1 year
USB DVD ± RW Drive	90 days
Wireless Keyboard (US only)	90 days
L-Series Batteries	90 days
Digitizer Pen	90 days
Magnetic Stripe Reader (US only)	90 days
Auto/Air Adapter	90 days
Battery Charger	90 days
Carrying Cases	90 days
USB Modem	90 days
DVD/CD-RW Drive (USB)	90 days
DVI-D Display Cable	90 days
Clip – LE-Series	90 days
M-Series 6 Cell Battery	90 days
USB Mobile Keyboard	90 days
Desktop Stand	90 days
AC Power Pack	90 days
L-Series Protective Display Film	30 days

### See Warranty Specifications

Motion Computing currently provides a 1-year limited warranty as a standard offering on the Motion Tablet PC. For an additional charge, Motion offers 2-year and 3-year standard warranties. Please call 1-866-MTABLET (866-682-2538) or email [sales@motioncomputing.com](mailto:sales@motioncomputing.com) for details.

## Product Limited Warranty Specifications

### General

This Limited Warranty applies to the Motion-branded hardware products sold by or leased from Motion Computing, Inc., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Motion") with this Limited Warranty ("Motion Product").

These terms and conditions constitute the complete and exclusive warranty agreement between you and Motion regarding the Motion Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations, including representations made in Motion sales literature or advice given to you by Motion or an agent or employee of Motion that may have been made in connection with your purchase or lease of the Motion Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Motion.

### Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE GREATEST EXTENT ALLOWED BY LAW, MOTION MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. MOTION DOES NOT WARRANT THAT YOUR USE OF THE MOTION PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, TO THE GREATEST EXTENT ALLOWED BY LAW. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

### Warranty Period

The warranty period for this Motion Product is one (1) year from the date of product purchase or longer if you have purchased an extended warranty. The Limited Warranty Period starts on the date of purchase or lease from Motion. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.

### Warranty Coverage

Motion warrants that the Motion Product and all the internal components of the product that you have purchased or leased from Motion are free from defects in materials or workmanship under normal use during the Limited Warranty Period. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Motion Product is required within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this Motion Product and is not transferable to anyone who obtains ownership or use of the Motion Product from the original purchaser or lessee.

### Repair or Replacement

Motion products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Motion Product in which they are installed, whichever is longer.

During the Limited Warranty Period, Motion will repair or replace the defective component parts or the Motion Product. All component parts or hardware products removed under this Limited Warranty become the property of Motion. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the thirty (30) day limited warranty of the spare part. In the unlikely event that your Motion Product has a recurring failure, Motion, at its discretion, may elect to provide you with a replacement unit of Motion's choosing that is at least equivalent to your Motion Product in hardware performance. Motion reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. THIS IS YOUR EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS. HOWEVER YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY.

## Software and Data

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. MOTION IS NOT RESPONSIBLE FOR DAMAGE TO, LOSS OF, OR DISCLOSURE OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. MOTION IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY MOTION WHEN THE PRODUCT IS MANUFACTURED.

MOTION DOES NOT WARRANT SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY MOTION. Motion's only obligations with respect to software distributed by Motion under the Motion brand name are set forth in the applicable end-user license or program license agreement. Non-Motion hardware and software products are provided "AS IS." However, non-Motion manufacturers, suppliers, or publishers may provide their own warranties directly to you.

## Warranty Exclusions

This Limited Warranty does not extend to:

- (a) Expendable parts;
- (b) Any product from which the serial number has been removed or altered;
- (c) Cosmetic damage or ordinary wear and tear;
- (d) Damage or non-functionality that results from (i) failure to follow the instructions that came with the product; (ii) accident, misuse, abuse, or other external causes; (iii) operation outside the usage parameters stated in the then current user documentation for the product; or (iv) use of parts not manufactured or sold by Motion; or
- (e) Damage or non-functionality due to modifications or service by anyone other than (i) Motion, (ii) a Motion authorized service provider, or (iii) your own installation of end-user replaceable Motion or Motion-approved parts.
- (f) Any products purchased outside of the United States, Canada or France.

## Limitation of Liability

IF YOUR MOTION PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. MOTION'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY OR RELATED IN ANY WAY TO THE MOTION PRODUCT IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

MOTION SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MOTION SHALL NOT BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF MOTION KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

## **Software Technical Support**

Software technical support is defined as assistance with questions and issues about the software that was either preinstalled by Motion on the Motion Product or that was included with the Motion branded product at the time of your purchase or lease of the product. Technical support for software is available for the duration of your warranty period. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving software technical support. After the first ninety (90) days, technical support for software that was either preinstalled by Motion on the Motion Product or included with the Motion Product at the time of your purchase or lease of the product is available for a fee.

## **Warranty Transfer to Another Country**

Motion is not responsible for any handling fees, tariffs, or import duties that may be incurred in transferring the Products. Products and software may be covered by export controls issued by the United States or other governments.

## 3rd Party Products Warranty Information

Warranty, technical support, and customer service for the following products is provided directly by the manufacturer of the product. Warranty and support information on these products can be located in the product documentation or by visiting the manufacturers web site.

For technical support of 3rd party product(s), or if your product(s) arrives damaged, please call the designated Motion fulfillment partner at **(800) 591-3306** between 8:00am and 5:30pm ET Monday – Friday (excluding holidays). NOTE: you have fourteen (14) days from date of shipment to request a return material authorization (RMA) from the designated Motion fulfillment partner. The RMA will be valid for ten (10) days after its issuance to you. An equivalent replacement product will be shipped overnight and will include pre-paid shipping tags, labels and packaging for you to return the Damaged product(s). The RMA will include shipping directions and information. The product must be received with all of the original packaging within ten (10) days from the date the RMA is issued. Motion reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. THIS IS YOUR EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

3rd Party Product Warranty and Support Information				
Product	Manufacturer	Motion SKU #	Warranty Coverage	For Service and Support Visit:
Backpack	Case Logic	SEN-NBP-3	Manufacturer Warranty	<a href="http://CaseLogic.com">CaseLogic.com</a>
Executive Pen	Cross	SEN-CD386	Manufacturer Warranty	<a href="http://Cross.com">Cross.com</a>
Folding Wireless Keyboard	Think Outside	SEN-XTBTUE	Manufacturer Warranty	<a href="http://Thinkoutside.com">Thinkoutside.com</a>
Wireless Mouse	Think Outside	SEN-MSBTUE	Manufacturer Warranty	<a href="http://Thinkoutside.com">Thinkoutside.com</a>
Wireless GPS	Socket Communications	SEN-GP0822-523	Manufacturer Warranty	<a href="http://Socketcom.com">Socketcom.com</a>
Cordless 56K Modem	Socket Communications	SEN-CM7100 7101	Manufacturer Warranty	<a href="http://Socketcom.com">Socketcom.com</a>
Smart Card Reader PC Card	Raak Technologies	SEN-OK 4040	Manufacturer Warranty	<a href="http://Raaktechnologies.com">Raaktechnologies.com</a>
Socket Communications CF Scan Card 5P	Socket Communications	SEN-CFSC5P	Manufacturer Warranty	<a href="http://Socketcom.com">Socketcom.com</a>
Ergotron Wall Mount Vertical Lift	Ergotron	SEN-28-432-180	Manufacturer Warranty	<a href="http://Ergotron.com">Ergotron.com</a>
Ergotron Wall Mount HD Combo Arm	Ergotron	SEN-28-431-180	Manufacturer Warranty	<a href="http://Ergotron.com">Ergotron.com</a>
Komatsu TriLink AirProjector KJ200	Komatsu	SEN-KDL3291	Manufacturer Warranty	<a href="http://komatsu-trilink.com">komatsu-trilink.com</a>

Except for the foregoing, the products are sold AS-IS, WHERE-IS, and neither Motion or its fulfillment partners make any representations, warranties or conditions, express or implied and any implied representations, warranties or conditions that may be imposed by law are limited to the greatest extent allowed by applicable law. Also, except for the foregoing, all sales are final and the Products may not be returned or exchanged for any reason. Some states or countries may require certain minimum return or exchange policies with respect to consumer products. In such states or countries, the return or exchange policies with respect to the Products shall be limited to the greatest extent allowed by applicable law.

IF THE PRODUCT FAILS TO WORK, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. MOTION'S MAXIMUM LIABILITY IS LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE. MOTION SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCT, INCLUDING ANY LOST PROFITS OR LOSS OF DATA, REGARDLESS OF WHETHER MOTION KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF LIABILITY SHALL BE ENFORCED, REGARDLESS OF WHETHER IT IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.