

Limited Warranty. Zebra Technologies International, LLC, including affiliates and subsidiaries under Zebra's common control ("Zebra"), warrants to the End-User Customer as follows:

Definitions

- **"End-User Customer"** means the original user of the Product.
- **"Hardware"** means the physical, tangible Product purchased from Zebra including machine readable instructions provided for the sole purpose of booting the Hardware during startup.
- **"Product"** means Zebra branded Hardware, Software or replacement parts.
- **"Software"** means, collectively, any Zebra provided machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting the Hardware during startup.

Hardware Warranty

Unless otherwise stated by Zebra in the Product warranty exceptions list at [Link TBD], or in a sales agreement between Zebra and End-User Customer, Hardware is warranted for a period of twelve (12) months from date of shipment from Zebra or, with proof of purchase, from the purchase date whichever is later, against defects in workmanship and materials, provided the Hardware remains unmodified and is operated under normal and proper conditions and in accordance with Zebra published specifications. The sole obligation of Zebra for defective Hardware is limited to repair or replacement (at Zebra's sole discretion) on a "return to service depot" basis with Zebra's prior authorization. End-User Customer is responsible for shipment to Zebra and assumes all costs and risks associated with this transportation. Zebra shall be responsible for return shipment to End-User Customer, unless Zebra, in Zebra's sole and absolute discretion, determines that the corresponding Hardware has no defect or is not under warranty, in which case End-User Customer shall be responsible also for return shipment. No charge will be made to End-User Customer for warranty repairs. Zebra shall not be responsible for any damage to or loss of any Software programs, data or removable data storage media, or the restoration or reinstallation of any Software programs or data. No technical support shall be provided during the Hardware warranty term other than to identify if a warranty repair is needed.

Warranty repair shall be performed in a good and workmanlike manner. The repair shall conform in all material respects to the applicable Zebra published specification for a period of thirty (30) days following completion of the repair or until the end of the original warranty period, whichever is longer. End-User Customer's sole and exclusive remedy in regard to warranty repair shall be to request Zebra to re-perform the non-conforming warranty repair.

Software "as is"

Software is licensed "as is" with no warranty. Notwithstanding the above, unless otherwise stated by Zebra in the Product warranty exceptions list at [Link TBD] or in a sales agreement between Zebra and End-User Customer, for restricted software and for licensed demoware, as identified at zebra.com, End-User Customer may, for a period of 90 days from when the instance of Software or Hardware are first shipped by Zebra or, with proof of purchase or license, from the purchase date whichever is later, obtain if available, releases, from <https://www.zebra.com/us/en/support-downloads.html> and technical support.

Technical support definitions and related matters can be found at <https://www.zebra.com/us/en/support-downloads.html>

General

The above warranty provisions are not transferrable by an End-User Customer and shall not apply to any Product (i) that has been repaired, tampered with, altered or modified, except by Zebra or its authorized repairer providers; (ii) to the extent that in Zebra's sole determination the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Zebra including but not limited to Printheads, media, supplies, batteries and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Zebra; or (iii) that has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable specification.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, ZEBRA DISCLAIMS ALL WARRANTIES AND CONDITIONS ON HARDWARE, SOFTWARE OR WARRANTY REPAIR FURNISHED, INCLUDING ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THAT SOFTWARE, SOLUTION, OR WARRANTY REPAIR WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE OR THE PROVISION OF WARRANTY REPAIR WILL BE UNINTERRUPTED, PRIVATE, TIMELY, SECURE, ACCURATE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN SOFTWARE WILL BE CORRECTED, OR THAT HARDWARE OR SOFTWARE, WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. THE REMEDY SET FORTH IN THIS HARDWARE WARRANTY SECTION ABOVE IS END-USER CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO END-USER CUSTOMER AT LAW OR IN EQUITY. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to the particular End-User Customer.

ZEBRA SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY END-USER CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS (DIRECT OR INDIRECT), ANY DESTRUCTION OR LOSS OF DATA (DIRECT OR INDIRECT), DIMINUTION OF GOOD WILL, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH ZEBRA PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular End User Customer.

FOR TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF PRODUCTS TO SUCH END-USER CUSTOMERS.

Technical support Availability: Zebra will provide Technical support during the following business hours (excluding Zebra-observed holidays):

- North America (NA) and Latin America (LA): Monday–Friday 8 am to 8 pm (Eastern Standard Time)
- Europe, the Middle East and Africa (EMEA): Monday–Friday 8 am to 7 pm (Central European Time)
- Asia Pacific (APAC): Monday–Friday 8 am to 6 pm (Singapore Time)

Technical support details can be found at: <https://www.zebra.com/us/en/support-downloads.html>