AOPEN Limited Warranty

Thank you for choosing AOPEN. AOPEN warrants this product to be free from defects in materials and workmanship under normal use for the specific warranty period of the purchased device.

The warranty period for AOPEN devices is three (3) years for the following product types:

- Embedded PC
- Chromebox

The warranty period for AOPEN devices is one (1) year for the following product types:

- Touch Panel PC
- All Android, including PC and Touch Panel PC

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

I. PERSONAL INFORMATION

By obtaining warranty service you authorize AOPEN to use your contact information, including names, phone numbers, mailing address, and e-mail addresses during the warranty fulfillment period.

II. GENERAL TERMS

Obtaining Warranty Service

The AOPEN RMA portal is located at: https://service.aopen.com/ords/aopen/r/rma/login
Customers are required to create an account and once approved can check the status of their device warranty and create an RMA ticket. A complete model and serial number are required for RMA service.

Before obtaining warranty service, customers are required to complete the following:

1. Backup or secure all programs and data contained in the product.
2. Remove all confidential information, proprietary information and personal information, from the device. AOPEN shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service.
3. Include passwords if required to boot the device.
4. Include the power adapter and power cord in the RMA package.
5. Remove any mounting brackets or attachments.

After the warranty service has been processed, the product will be returned to the customer

via the mailing address provided in the RMA portal. If the product is undeliverable after 30 days of repair with the AOPEN service team, AOPEN will dispose of it in accordance with the applicable laws and regulations.

Shipping Responsibility:

Please note the product name and configuration information in detail and keep the original purchase receipt. Moreover, keep the original product packaging to minimize shipping damage. The warranty period begins on the date of purchase as verified by an original sales receipt. In the absence of a valid receipt, the warranty period will be determined by the product's manufacturing date based on its serial number.

Legal Compliance:

The AOPEN warranty is subject to the laws and local regulations of the country where the product was purchased. AOPEN provides warranty for all lawfully purchased products. All AOPEN products are sold on a commercial basis and may not be covered under consumer law in some regions.

Consumer Law Notice:

As to the regions where Statutory Consumer Law applies, AOPEN products come with guarantees that cannot be excluded under the Statutory Consumer Law. The Customer is entitled to a like product replacement or refund for a major failure if the product is not deemed to be free from defects in materials and workmanship after review by AOPEN. A major failure is defined as a defect that renders the product unusable, unsafe, or substantially different from its description (such as a complete inability to power on after troubleshooting). The replacement product provided by AOPEN may not be new, but it will be in good working order and at least functionally equivalent to the original product. The replacement product

shall be warranted for the balance of the period remaining on the original product. Any refund will not exceed the amount paid for the product.

The Customer acknowledges and agrees that, to the extent permitted by applicable law (and subject to any non-excludable terms specified) a breach will void any warranties provided to the Customer under this document in respect of the relevant material or deliverables.

If the returned product is considered to have exceeded its product warranty or the failure is not covered, then the customer will be required to pay in advance for any repairs. At its discretion, AOPEN may provide an estimate to the customer.

Exclusions from Warranty Coverage:

The warranty does not cover and AOPEN is not responsible for listed exclusions listed below:

- Damage to the product caused by improper use, such as liquid entry, external force, drop, improper installation, improper loading, improper modification, improper testing;
- Damage to the product caused by environmental factors, such as improper temperature, improper moisture, improper ventilation, power surge, natural disasters;
- Damage to the product caused by improper operational procedures that lead to software damage or computer viruses;
- Forgotten or lost security passwords that results in the system being unable to operate normally;
- Damage to the product caused by improper software installation;
- If AOPEN deems that the product has been tampered with, repaired or modified by non-authorized personnel;
- Damage to the product caused by improper packing or transportation;
- Alteration of the product serial number or product information;

- Product information does not comply with product;
- Warranty duration has been exceeded;
- Damage due to or in conjunction with any third party components or accessories;
- Damage to the product caused by environmental or natural disasters such as lightning strike, flood, earthquake etc;
- Damage to the product caused by other improper operation.
- Uninterrupted or error-free operation of a product.
- Loss of, or damage to, your data by a product.
- Any software programs, whether provided with the product or installed subsequently, Including host operating system.
- The Warranty does not cover any consumables, accessories, software, or host operating system. For software support contact the manufacturer.

III. THIRD PARTY SOFTWARE AND PRODUCTS

Where a Deliverable contains or consists of any Third Party Product including but not exclusive of software, documentation or products licensed to AOPEN by a third party, the Customer acknowledges and agrees that:

- The Customer's possession and use of that Third Party Product will be governed by the separate licensing terms of the licensor of the Third Party Product (which, where reasonably possible, will be provided to the Customer at the same time as the software, and may be specified in the terms and conditions)
- The Deliverable and its operation will not be uninterrupted or error-free;
- The performance of the Deliverable (including response times) will depend on factors outside the parties' control including the design and performance of the Customer's

systems, the state of the relevant telecommunications networks, including their interconnections and possible network congestion;

- The Customer will be bound by these licensing terms and indemnifies AOPEN and its licensors from any loss or damage that AOPEN or its licensors may incur as a result of the Customer's breach of these licensing terms;
- Warranties relating to the Third Party Products will only be those specified
- AOPEN makes no representations or warranties regarding the continued availability, compatibility, or future updates of any Third Party Product or service, and shall not be liable for any resulting impact on the product's performance or functionality.

For technical support contact the third party manufacturer.

IV. LIMITATION OF LIABILITY

AOPEN is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation. The customer is responsible for all costs and risks associated with shipping the product to AOPEN, including any damage incurred during transit. AOPEN recommends that customers purchase shipping insurance and use the original product packaging, as mentioned above, to minimize the risk of damage. Neither AOPEN nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product. As part of the warranty service process, all data on the returned product will be permanently deleted and irrecoverable. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL AOPEN, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE

FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF AOPEN, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT. THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH AOPEN IS LIABLE UNDER LAW. Your Other Rights THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH AOPEN. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.