



MOTION® PRODUCT WARRANTY PERIOD

Motion® Tablet PCs	One-Year Minimum (Options for up to five-years)*
Motion C5/F5-Series and CL-Series Mobile Docks w/ Key Lock	Three-Year
Motion Tilt and Rotate Mount	Three-Year
Motion In-Vehicle Mounting Kit (Including Tilt & Rotate Mount and Vehicle Dashboard Bracket)	Three-Year
Motion Wall Bracket	Three-Year
Motion J-Series Mobile Keyboard	One-Year
Motion Docking Stations	One-Year
Motion Rugged Digitizer Pen	One-Year
Motion Protective Carrying Cases and Portfolios	90 Days
Motion Batteries	One-Year
Motion Digitizer Pens	90 Days
Motion Keyboards (USB™ and Bluetooth™)	90 Days
Motion C5/F5-Series EasyConnect Adapter Products	90 Days
Motion Magnetic Stripe Reader (U.S. only)	90 Days

Motion Auto/Air Adapters	90 Days
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Motion Battery Chargers	90 Days
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AC Power Packs	90 Days
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Protective Display Film (all products)	30 Days
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*** Warranty Specifications**

Motion Computing currently provides a minimum One-Year Limited Warranty on all Tablet PC products with multi-year options for up to Five-Year Warranty coverage at additional cost (except CL-Series with up to 3-years). Please call 1-866-MTABLET (866-682-2538) or email sales@motioncomputing.com for details.

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 Motion Tablet PC Products is one (1) year from the date of product purchase or longer if you have purchased an extended warranty. For the Motion F5/C5-Series Tablet PCs, the warranty period is three (3) years from the date of product purchase. 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 ninety (90) 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 ninety (90) 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.

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 90 (ninety) 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.

CONTACT MOTION COMPUTING

Consult with your local country reseller or Motion representative to learn more.

DEAD ON ARRIVAL (DOA) PRODUCT: SYSTEM FAILURE OUT OF THE BOX

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