



EASE OF CARE PARTS ONLY COMPREHENSIVE TERMS AND CONDITIONS

1.0 PROGRAM DESCRIPTION

- 1.1 Datalogic ADC's **Ease of Care Parts Only Comprehensive** program ("**Ease of Care Parts Only Comprehensive**") provides exceptional benefits and cost control to Datalogic ADC Warranty Certified Service Partners ("CSP-WP") pursuant to the following Terms and Conditions. **Ease of Care Parts Only Comprehensive** will allow approved CSP-WPs to bundle Datalogic ADC's spare parts with their labor to offer comprehensive coverage to end customers. **Ease of Care Parts Only Comprehensive** is sold within limited regions and for limited product lines only to CSP-WPs that have received training and signed a Service Authorization Agreement with Datalogic ADC.

2.0 COVERAGE

- 2.1 **Ease of Care Parts Only Comprehensive** covers replacement of: (i) parts that fail because of normal wear and tear; (ii) parts that fail because of incidental damage; (iii) component and parts failures; and (iv) any of the above that affect the normal function of the device.
- 2.2 If a device or part is sent for repair with only cosmetic damage that does not affect its normal operation, or if no problem is found, CSP-WP may charge an evaluation fee to end user.
- 2.3 Devices deemed to be beyond economical repair (as defined in Section 6.3 below) shall not be repaired or will be charged for such repair.

3.0 LABOR

- 3.1 CSP-WP shall be responsible for providing all labor necessary to repair the Datalogic ADC device.

4.0 INVENTORY

- 4.1 CSP-WP must purchase the initial inventory of spare parts and grow the inventory as required to meet increasing demand and turn-around times.
- 4.2 CSP-WP will purchase and maintain sufficient inventory to repair failed devices within five (5) business days after the date of receipt.

5.0 SOFTWARE MAINTENANCE

- 5.1 For select Datalogic Windows Mobile® and CE® devices shipped after September 1, 2008, Wavelink® maintenance for Avalanche® and Terminal Emulation (TE) is included in the hardware maintenance. Coverage applies only to licenses purchased from Datalogic ADC. Software maintenance may also be purchased separately from Wavelink® Corporation.
- 5.2 Wavelink® maintenance includes major software releases and minor revision releases. Datalogic ADC will provide first line Technical Support. The Terms and Conditions for software upgrades may be found on the Wavelink® web site at <http://www.Wavelink.com/>.

6.0 EXCLUSIONS

- 6.1 **Ease of Care Parts Only Comprehensive** coverage shall not apply to the following: (i) any device which has been, modified, altered, or upgraded by other than Datalogic ADC service personnel or Datalogic ADC authorized representatives; (ii) any defect or damage caused by, improper storage, use of parts, batteries or accessories not approved or supplied by Datalogic ADC; (iii) any defect or damage caused by other devices or systems in use at CSP-WP's or Customer's premises; (iv) any defect or damage caused by use or maintenance of the device outside technical and environmental specification; (v) any defect or damage caused by natural or man-made disaster such as, but not limited to, fire, water damage, floods, other natural disasters, vandalism, or abusive events that would cause internal and external component damage or destruction of the whole device; (vi) any damage or malfunctioning caused by non-restoring action as, for example, firmware or software upgrades, SW or HW reconfigurations etc.; (vii) any device on which the warranty void seal has been altered, tampered with or is missing; (viii) any device on which the serial number is missing or not recognizable; or (ix) any consumable or equivalent (cables, power supply, batteries, etc.).
- 6.2 In the event where CSP-WP notices an excessive rate of units returned with minor cosmetic damage that does not affect the normal operation of the unit or where no problem is found, an evaluation or repair fee may be charged to end user, at the joint discretion of Datalogic ADC and CSP-WP personnel.
- 6.3 A device is deemed to be beyond economical repair when sixty-six percent (66%) or more of the main components are damaged or nonfunctional. If a device is determined to be beyond economical repair, CSP-WP must notify the end customer and Datalogic ADC of the device's status and return the device unrepaired to the end customer at the end customer's request. Datalogic ADC requests that CSP-WP notify and work with end customers that habitually return an excessive percentage of damaged devices.
- 6.4 Reimbursement for the failure rate of all devices under **Ease of Care Parts Only Comprehensive** will not exceed the percentage set forth in Table 1 below. Failure rate is measured by the number of CSP-WP's covered devices divided by the number of reported incidences by product line. This failure rate cap excludes epidemic failures as defined by Datalogic ADC.

| Age of Device (starts with ship date from Datalogic ADC) | Failure rate Mobile Products | Failure Rate Hand Held Products | Failure Rate Fixed Retail Scanning Products |
|--|------------------------------|---------------------------------|---|
| Less than 12 months | 10% | 8% | 5% |
| Between 12 and 24 months | 20% | 13% | 5% |
| Between 24 and 36 months | 30% | 19% | 8% |
| Total failure rate for 3 years of coverage | 60% | 40% | 18% |

Table 1

7.0 TRANSPORTATION

- 7.1 CSP-WPs will be responsible for shipping expenses between CSP-WP's repair locations and the end customer.
- 7.2 **Ease of Care Parts Only Comprehensive** includes shipment of replacement parts between Datalogic ADC and CSP-WP or CSP-WP's designated destination (freight forwarder). Covered shipments are by Datalogic ADC's carrier of choice. Only freight charges are covered, and CSP-WP shall be responsible for any and all duties, taxes, uplifts, and any other charges associated with transportation and forwarding services. CSP-WP shall be responsible for shipping expenses between CSP-WP and its customers and for devices and/or spare parts which Datalogic ADC, at its sole discretion, has determined are not defective or eligible under these Terms and Conditions.

8.0 SUBMISSION OF A CLAIM AND FAILURE REPORTING

- 8.1 CSP-WP will provide a report for all devices covered by **Ease of Care Parts Only Comprehensive** sent to CSP-WP for repair (including No Trouble Found). CSP-WP will enter all failure data using Datalogic's online portal (ARC Express). Failure reports must be submitted prior to the tenth (10th) day of each month following completion of the repair action. Reports submitted after forty-five (45) days from the repair date will not be considered for reimbursement. CSP-WP agrees to use this process to obtain credit for parts consumed on repairs eligible for reimbursement.

- 8.2 CSP-WP will return all failed parts at Datalogic ADC's request. If Datalogic ADC has not requested return of the spare part removed from a failed device, CSP-WP will keep it on hand for inspection not less than six (6) months after the repair has occurred. The spare part will be marked indicating the serial number of the device it was removed from, the date of repair, and a description of the problem.
- 8.3 On a monthly basis Datalogic ADC will issue CSP-WP a credit for the covered spare parts or send replacement parts for devices with approved failure reports. If credit is issued it, must be used towards the purchase of new spare parts.
- 9.0 **LIMITATION OF LIABILITY**
- 9.1 **DATALOGIC ADC'S REPAIR OR REPLACEMENT OF DEFECTIVE DEVICES AND/OR AS SET FORTH IN THIS DOCUMENT IS THE CSP-WP'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF CLAIMS OF BREACH OF WARRANTY OR DEVICE DEFECT. UNDER NO CIRCUMSTANCES WILL DATALOGIC ADC BE LIABLE TO CSP-WP OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY INCIDENTAL, CONSEQUENTIAL INDIRECT, SPECIAL, OR CONTINGENT DAMAGES REGARDLESS OF WHETHER DATALOGIC ADC HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 10.0 **PURCHASE**
- 10.1 Three- (3-) year ***Ease of Care Parts Only Comprehensive*** maintenance must be purchased within sixty (60) days of purchase of the device to be covered.
- 10.2 ***Ease of Care Parts Only Comprehensive*** shall be in effect for a three- (3-) year period, which includes the factory warranty period.
- 10.3 A minimum purchase in the amount of twenty (20) devices per model type and configuration is required for ***Ease of Care Parts Only Comprehensive***.
- 11.0 **RENEWAL**
- 11.1 ***Ease of Care Parts Only Comprehensive*** is not renewable.
- 12.0 **ASSIGNMENT**
- 12.1 CSP-WP shall not assign or otherwise transfer its rights or obligations under ***Ease of Care Parts Only Comprehensive***. Upon written request from CSP-WP, Datalogic ADC may consent to assignment or transfer to another qualified CSP-WP. However, CSP-WP shall remain jointly and severally liable with the assignee and/or transferee towards Datalogic ADC for any remaining payment obligations under ***Ease of Care Parts Only Comprehensive***. No attempted assignment or transfer in violation of this provision shall be valid or binding upon Datalogic ADC.
- 13.0 **RISK OF LOSS**
- 13.1 Datalogic ADC shall assume risk of loss or damage for parts in Datalogic ADC's possession or parts that are being returned to CSP-WP by Datalogic ADC, except such loss or damage as may be caused by the negligence of CSP-WP, its agents, or its employees. If CSP-WP has requested upgraded shipping by using its own carrier, Datalogic ADC will not assume any liability in connection with the shipment.
- 14.0 **CANCELLATION/ADJUSTMENT OF COVERAGE/HOLD**
- 14.1 ***Ease of Care Parts Only Comprehensive*** may be canceled for a full refund within thirty (30) days of receipt of the purchase order or before receipt or exchange of parts (RAR) for the first device to be repaired, whichever comes first. Once this period has expired, cancellation of ***Ease of Care Parts Only Comprehensive*** is nonrefundable.
- 14.2 Datalogic ADC reserves the right to cancel ***Ease of Care Parts Only Comprehensive*** coverage for CSP-WPs that return or repair damaged devices on a recurrent basis and, at its sole discretion, terminate the maintenance without refund to CSP-WP.
- 14.3 **Hold: Datalogic ADC reserves the right to place CSP-WP maintenance coverage on hold for failure to make timely payment under these Terms and Conditions or any other contract between Datalogic ADC and CSP-WP. The hold period shall not extend the term of coverage.**

15.0 CHANGES IN TERMS OF FACTORY WARRANTY

15.1 The Terms and Conditions of Datalogic ADC's published device warranties may change without prior notice.

16.0 ACCEPTANCE OF TERMS

16.1 CSP-WP's submission of a purchase order to Datalogic ADC referencing this ***Ease of Care*** program shall be deemed automatic acceptance of these Terms and Conditions. CSP-WP agrees to follow all terms contained within the CSP-WP Service Authorization Agreement.

17.0 NOTICE

17.1 Notice shall be effective upon the date of the written notice provided by Datalogic ADC sent by e-mail or facsimile.

18.0 CHOICE OF LAW

18.1 These Terms and Conditions shall be governed by the law in the jurisdiction in which the P.O. referencing them is received by Datalogic ADC.

19.0 MISCELLANEOUS

19.1 **EASE OF CARE COMPREHENSIVE COVERAGE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATALOGIC ADC DOES NOT WARRANT THAT THE DATALOGIC DEVICE WILL MEET CSP-WP'S REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DATALOGIC ADC'S REMEDIAL EFFORTS WILL CORRECT ANY SOFTWARE NONCONFORMANCE.**

19.2 Configuration, data, and applications may be erased during the repair process. If this occurs, CSP-WP will need to reload software as required. If Datalogic ADC runs out of parts to repair the covered device during the maintenance period, Datalogic ADC will replace the returned device with a functionally equivalent refurbished or new device subject to availability.