

Service contract description

Our warranty

- **Standard warranty**

i.safe MOBILE warrants its products to be free from major defects in design, material and workmanship at the time of their original purchase and for a subsequent period of twenty-four (24) months or, with regard to batteries and accessories, six (6) months. Additionally, services will be rendered without application of item 4 of i.safe MOBILE's warranty conditions (see <https://www.isafe-mobile.com/en/support/service/warranty-conditions>).

- **Warranty under service contract**

Customers opting for the extra warranty under this service contract will benefit from an extended warranty period of thirty-six (36) months. Additionally, services will be rendered without regard to item 4 of i.safe MOBILE's warranty conditions (see <https://www.isafe-mobile.com/en/support/service/warranty-conditions>). Mechanically defective parts will be replaced free of charge. Only accessories like batteries, SD cards etc. will be invoiced.

If you wish to obtain the service contract for your device, please expressly add this option to your purchase order as a separate line. You can also choose to obtain this option later by placing a separate purchase order for the service contract. Please note that this separate order must be placed no later than forty-five (45) days after the device has left your vendor's premises. Furthermore, separate purchase orders for the service contract can only be accepted if the serial number of the device, for which you wish to obtain the service contract, is correctly indicated on the purchase order. You will find the serial number on the device itself as well as on the invoice and/or delivery note.

Total payment of the fee is required before the service provision by i.safe MOBILE can commence. Please understand that the fee cannot be reimbursed in case of destruction or loss of the product.

ONLY FOR QUALIFIED PURCHASES

Any purchase of the Service Contract includes your representation to i.safe MOBILE that the product purchased and subject of the Service Contract will be used for research or business purposes, and otherwise not for personal, family, or household purposes. It is your responsibility to ensure that the foregoing representation is accurate and i.safe MOBILE is not responsible for unauthorized purchases of the Service Contract under the requirements of any local, state, or federal regulations applicable to consumers or personal, family, or household purchasers, including but not limited to the Service Contracts Model Act, the Service Contract Regulatory Act, or any similar regulation of service contracts or extended warranties.

What we will do

If during the service contract period the product fails to operate under normal use and service due to defects in design, material or workmanship, i.safe MOBILE or its authorized service partners in the country/region where you purchased the product will within a maximum turnaround time of five (5) working days repair or replace at their sole discretion. Should we be unable to trace or detect the fault described in the service request form, the service team will contact you for a more detailed description of the fault or to definitively rule out a potential fault. This may increase the turnaround time.

Bugs in the software and/or middleware are fixed by regular OTA updates.

Services covered under service contract

- Acknowledgment of receipt
- Incoming & outgoing inspection incl. explosion protection check
- Spare parts for repair
 - Including wear of parts (excl. battery, SD card, accessories)
 - Mechanically defective parts
- Firmware upgrades & installation (as agreed)
- Proactive repairs/improvements to device
- „No fault found“—Service
- Administration relating to services
- Online support/technical service hotline

Detail descriptions

If your product fails or is defective, please return it along with a completed service request form and the proof of purchase.

Our service request form is available on our website

<https://support.isafe-mobile.com/en/support/tickets/new>.

You can also look up the contact details and return shipment addresses of i.safe MOBILE's authorized service centers worldwide: <https://www.isafe-mobile.com/en/support/service/service-centre>

You will receive a written confirmation of receipt by e-mail when the products arrive at our service center. This notification will include the ticket (RMA) number assigned to your product. Please state this ticket (RMA) number when making enquiries as this will enable us to provide immediate assistance.

After having passed an incoming inspection, your product will be thoroughly checked and tested in compliance with defined specifications by trained technicians. Defects determined beyond those mentioned in your service request form will also be remedied. A separate record will be kept for each service procedure and archived with the product's history. The results of servicing will be summarized in said record, which will be provided with the product when it is returned.

Upon conclusion of our services, the product will undergo an outgoing inspection including a safety check and will then be returned to you free of charge.

Costs for services not covered under the service contract

If a defect is not covered under the service contract (e.g., total destruction, etc.), we will either return the unrepaired product to you at your cost or dispose it free of charge.

Services rendered after expiry of the service contract period will be charged.

Prices for services not covered under the service contract do not include costs for outbound and return shipment, taxes or duties of any kind and may change without prior notice.

If the device arrives at the Service Center locked and needs to be unlocked, an unlock fee will be charged.

Online support

Our technical support team at i.safe MOBILE will be happy to assist you.

You can also look up solutions to frequently asked questions on our website

e-mail: support@isafe-mobile.com
<https://support.isafe-mobile.com/en/support/home>.

Conditions

1. The service contract is always related to a specific device that can be identified using the serial number. Service contracts can be purchased along with the device or within forty-five (45) days after the device has left the vendor's premises. The service contract has a term of thirty-six (36) month from the date of delivery of the product. In the latter case, the serial number must be specified in the order. A service contract is only valid if the service charge is received within the agreed payment terms.
2. The original proof of purchase issued to the original purchaser by either i.safe MOBILE or its authorized sales partner, specifying the date of purchase and serial number for this product, must be presented with the product to be repaired or replaced. i.safe MOBILE reserves the right to refuse service contract service if this information has been removed or changed after the original purchase of the product from the sales partner.
3. If i.safe MOBILE repairs or replaces the product, the repaired or replaced product shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. Repair or replacement may involve the use of functionally equivalent reconditioned units. Replaced parts or components will become the property of i.safe MOBILE.
4. This service contract does not cover the following:
 - Total destruction not solely limited to the failure to use this product for its normal purposes or in accordance with i.safe MOBILE's instructions for usage and maintenance
 - Loss of the device or individual components.
 - Upgrading of software due to changes in network parameters, Restoring customized application software.
 - Use of the product in conjunction with accessories not approved by i.safe MOBILE for use with this product
 - failure of the product arising from incorrect installation or use not consistent with technical or safety standards in current force, or failure to comply with product manual instructions
 - accidents, force majeure or any cause beyond the control of i.safe MOBILE caused by but not limited to lightning, water, fire, public disturbances and improper ventilation
 - unauthorized modifications carried out for the product to comply with local or national technical standards in countries for which the i.safe MOBILE product was not originally designed
 - damage of the battery caused by overcharging or failure to use in accordance with the specific instructions of care outlined in the product manual
 - repairs performed by non-authorized service centers such as opening of the product by a non-authorized person
 - Servicing of accessories (e.g., docking station, charger and charging cable).
 - the model, serial/IMEI no. and product number on the product has been altered, removed or made illegible
 - the batteries are charged by other than i.safe MOBILE approved battery chargers
 - any of the seals on the battery enclosure or cells are broken or show evidence of tampering
 - exposure to moisture, dampness or extreme thermal or environmental conditions or rapid change in these conditions
 - Any damage to or defect in the product that is cosmetic. Under this agreement we are not obligated to repair wear and tear on the product such as scratches and dents that do not materially impair your use of the product
 - Misuse of the product.
5. The warranty does not cover accessories or any third party software applications, which are instead covered to the extent provided by the original vendor guarantee for these products.
6. IT IS YOUR RESPONSIBILITY TO BACK UP ALL EXISTING DATA, SOFTWARE AND PROGRAMS BEFORE RECEIVING SERVICES OR SUPPORT (INCLUDING TELEPHONE SUPPORT). i.safe MOBILE AND/OR YOUR THIRD-PARTY SERVICE PROVIDER WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THE SERVICES OR SUPPORT OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY i.safe MOBILE OR YOUR-THIRD-PARTY SERVICE PROVIDER.

7. Any purchase of the Service Contract includes your representation to i.Safe MOBILE that the product purchased and subject of the Service Contract will be used for research or business purposes, and otherwise not for personal, family, or household purposes. It is your responsibility to ensure that the foregoing representation is accurate and i.Safe MOBILE is not responsible for unauthorized purchases of the Service Contract under the requirements of any local, state, or federal regulations applicable to consumers or personal, family, or household purchasers, including but not limited to the Service Contracts Model Act, the Service Contract Regulatory Act, or any similar regulation of service contracts or extended warranties.

Note

i.safe MOBILE has no influence on the legal status of individual countries. In particular, it may be considerably more difficult or even impossible to return devices covered by a service contract due to customs or export regulations. When transporting a device into countries outside of the EU, problems of this kind cannot be ruled out. Within the scope of the service contract, i.safe MOBILE does not guarantee that a customer will be able to return a device covered by a service contract to one of the service centers at any time or from any country and accepts no liability for the fact.

There are no express warranties, whether written or oral, other than this printed limited warranty. All implied warranties, including without limitation the implied warranties of merchantability or fitness for a particular purpose, are limited to the duration of this limited warranty. In no event shall i.safe MOBILE or its licensors be liable for incidental or consequential damages of any nature whatsoever, including but not limited to lost profits or commercial loss; to the full extent those damages can be disclaimed by law. i.safe MOBILE may assign this Service Contract and/or Service Contract Description to qualified third party service providers.

Agreement to Arbitrate

- a. PLEASE READ THESE TERMS CAREFULLY! THEY INCLUDE AN ARBITRATION PROVISION REQUIRING INDIVIDUAL ARBITRATION OF DISPUTES INSTEAD OF JURY TRIALS OR CLASS ACTIONS. By submitting your order or accepting or using products and services, you acknowledge that you agree to these terms in their entirety.
- b. Dispute Resolution and Binding Arbitration. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published. The Emergency Arbitrator Provisions shall not apply. The Expedited Procedure Provisions shall not apply. YOU AND i.safe MOBILE AGREE TO RESOLVE ANY DISPUTES BETWEEN US EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS, WHICH MEANS YOU AND i.safe MOBILE WAIVE ANY RIGHT TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY, OR AS PART OF A CLASS ACTION, A REPRESENTATIVE ACTION, A CONSOLIDATED ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- c. This arbitration requirement applies to any claim or dispute of any kind (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, common law, or equitable) between you and i.safe MOBILE, its agents, employees, successors, assigns, direct and indirect subsidiaries, and any third party providing any products or services to you in connection with your purchase that relates in any way to your purchase or Product, these Terms, or i.safe MOBILE's marketing or advertising ("Claims").
- d. The arbitrator shall have exclusive authority to resolve any arbitrability issues including any dispute over these Terms or this arbitration provision's scope, application, meaning, and enforceability. The arbitrator shall be empowered to grant whatever relief would be available in court. Any award of the arbitrator(s) shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- e. You and i.safe MOBILE agree to arbitration only on an individual basis. Neither you nor i.safe MOBILE may join or consolidate claims of others or participate in any claim as a class representative or a class member. If any portion of this arbitration agreement is found unenforceable, the unenforceable portion shall be severed and the remaining arbitration terms shall be enforced (but in no event will there be a class arbitration). This Paragraph controls over any inconsistent term in any other agreement.

Disclaimer of Warranties

- a. **Warranty Disclaimer.** i.safe MOBILE INCORPORATES ITS CUSTOMER WARRANTIES REFERENCED ABOVE WHICH APPLY TO PURCHASES OF i.safe MOBILE BRANDED HARDWARE. i.safe MOBILE MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, MAINTENANCE OR SUPPORT OR FOR NON-i.safe MOBILE BRANDED PRODUCT, WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES DO NOT ALLOW LIMITATION OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.
- b. TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.
- c. TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAW, i.safe MOBILE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.
- d. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. i.safe MOBILE DOES NOT WARRANT THAT THE OPERATION OF ANY i.safe MOBILE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.