

# Standard Terms and Conditions

February 2010

## Standard Limited Product Warranty

Juniper Systems, Inc. ("Juniper") warrants that products manufactured by them shall be free from defects in materials and workmanship, under normal intended use, for a period of 12 months from the date of shipment, excepting that this warranty shall not apply to battery packs, media containing handheld and desktop PC programs and the Owner's Manual, and any accessories. Juniper warrants that the following shall be free from defects in materials and workmanship, under normal intended use, for a period of ninety (90) days from the date of shipment: battery packs, media containing the handheld and desktop PC programs and Owner's Manual, and any accessories.

## Warranty Exclusions

This warranty shall not apply if: (i) the product has been set up improperly or has been improperly installed or calibrated, (ii) the product is operated in a manner that is not in accordance with the instruction manual(s) and/or user guide, (iii) the product is used for a purpose other than for which it was designed, (iv) the product has been used in environmental conditions outside of those specified for the product, (v) the product has been subject to any modification, alteration, or change by or on behalf of customer (except and unless modified, changed or altered by Juniper or under Juniper's direct supervision), (vi) the defect or malfunction results from misuse or accident, (vii) the serial number on the product has been tampered with or removed, or (viii) the product has been opened or tampered with in any way. Parts that are excessively worn are not covered under warranty. These may include, but are not limited to, the keyboard elastomer and switch matrix, hand straps, and the touch screen (if applicable).

This warranty is exclusive and Juniper will not assume and hereby expressly disclaims any further warranties, whether expressed or implied, including, without limitation, any warranty as to merchantability, fitness for a particular purpose, noninfringement or any warranties arising from the course of performance, dealing, or usage of trade. Juniper specifically makes no warranties as to the suitability of its products for any particular application. Juniper makes no warranties that its products will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of its products will be uninterrupted or error free, or that all defects in the product will be corrected. Juniper shall not be responsible for software, firmware,

information, or memory data contained in, stored on, or integrated with any products returned to Juniper for repair, whether under warranty or not.

## Remedy

In the event a defect in materials or workmanship is discovered and reported to Juniper within the specified warranty period, Juniper will, at its option, repair the defect or replace the defective product. Replacement products may be new or reconditioned. Juniper warrants any replaced or repaired product for a period of ninety (90) days from the date of return shipment, or through the end of the original warranty period, whichever is longer.

## Limitation of Liability

To the fullest extent allowed by law, Juniper's obligation shall be limited to the repair or replacement of the product. Juniper shall in no event be liable for special, incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use performance, failure, or interruption of any product. Any responsibility and/or liability of Juniper shall, in connection with a warranted product, be limited in maximum amount to the original purchase price.

## Warranty Repairs

In order to obtain repair or servicing, contact our Customer Service Department or fill out the Repair (RMA) Request Form within the applicable warranty period. The customer must prepay all shipping costs under a warranty repair or replacement. Please visit our Repair Information webpage for further information.

## Governing Law

This warranty will be governed by the laws of Utah, and excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts of Utah shall have exclusive personal jurisdiction in case of any disputes arising out of or in connection with this warranty.

## Warranty Services and Materials

Below are listed the services and materials provided with all warranties:

- Analysis of problem by service technician
- Labor and materials required to fix defective parts

- Functional analysis performed after repair
- Repair turn-around within 5 to 10 working days of receipt unless special circumstances exist
- Shipping costs to return unit to customer