

Model BA-440 DualBeam Barcode Reader Limited Warranty - 5 Year Coverage

1. Warranty.

Barcode Automation, inc. (BAI) warrants this model BA-440 DualBeam Barcode Reader to be free from defects in material and workmanship for a period of 5 Years from date of purchase. All components except the Output module are also covered for damage from lightning or power surge during the warranty period.

2. Repair Procedures, Exclusive Remedy.

BAI will, at its option, repair, or replace (with new or factory refurbished parts), any parts not conforming to this limited warranty, at no charge for parts or labor. This is the sole and exclusive remedy available for breach of warranty or under any other legal theory with respect to BAI products. If purchaser finds a product to be defective, contact an authorized BAI representative, or BAI for a Return Material Authorization Number (RMA) and shipping instructions. Products returned without an RMA number will not be accepted.

3. Limitations.

This warranty is void if the product is damaged by forces of nature (other than lightning or power surge); by improper or abnormal use, or by accident or vandalism; if the product is altered or modified in any way; or if any attempt is made to repair the product without authorization from BAI. It is solely the purchaser's responsibility to determine the suitability of these products for each particular application.

4. No Other Warranties.

Except as provided in this limited warranty all BAI products are provided "as is". All other warranties and representations, oral or written, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, are excluded and do not apply. Except as required by law, no representative, agent or employee of BAI is authorized to make warranties, representations, or obligations inconsistent with or in addition to those set forth in this limited warranty.

5. No Damages.

In no event will BAI be liable for direct, indirect, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory, even if advised of the possibility of such damages. In no event will BAI be liable for sums in excess of the purchase price of the product. BAI is thus not liable for lost profits or goodwill; downtime; damage or destruction of any program, data, equipment, or other property; costs of recovering, reprogramming or reproducing any program, data or equipment; personal injury or loss; or any other damages.

6. General.

- a) This agreement is the entire agreement between purchaser and BAI; supersedes any prior or different agreements, representations, or proposals; and may be changed only by written agreement with BAI.
- b) Waiver by any party of any default or breach of this agreement will not constitute a waiver of any subsequent default or breach of the same or different kind.
- c) The invalidity of any provision of this agreement shall not affect the validity of the other provisions hereof.
- d) This agreement shall be governed by the laws of the State of Florida, U.S.A.