

NCS One (1) Year Limited Battery Warranty

NCS Technologies, Inc. warrants to the original purchaser that the notebook Lithium-Ion battery pack is free from defects in material and/or workmanship for a period of one (1) year from the date of delivery. A battery shall also qualify for replacement under warranty if at any time during the warranty period it is unable to hold more than 50% of its original charge capacity. Shipping costs back to NCS must be prepaid by the original purchaser, but there is no charge for the inspection or return shipping of the battery or its replacement. If, upon inspection, NCS determines that the battery is defective in materials or workmanship, a new or refurbished replacement battery shall be provided. The replacement battery is warranted for the remainder of the original warranty or for thirty (30) days from the date of shipment, whichever is longer. The original purchaser must promptly notify NCS in writing if there is a defect in material or workmanship. Written notice in all events must be received by NCS before expiration of the warranty period. This warranty is not transferable.

This Limited Warranty covers normal use. NCS does not warrant or cover:

- Damage caused by failure to provide a suitable installation environment for the NCS PC product;
- Damage during shipment other than original shipment to the original purchaser;
- Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- Damage caused by acts of God or disasters such as fire, flood, wind, earthquake or lightning;
- Damage caused by unauthorized attachments, alterations, modifications or foreign objects;
- Damage caused by peripherals;
- Damage caused by the use of the NCS PC product for purposes other than those for which it was designed;
- Damage from improper maintenance;
- Damage caused by any other abuse, misuse, mishandling or misapplication;

NCS' and its suppliers' liability for failure to repair the NCS PC product to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the NCS PC product or, at NCS' option, to a refund not to exceed the purchase price of the NCS PC product. These remedies are the original purchaser's exclusive remedies for breach of warranty. Under no circumstances shall NCS or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the NCS PC product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, original purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

IN THE EVENT OF INCONSISTENCY BETWEEN ANY TERMS OF THIS CONTRACT AND ANY TRANSLATION THEREOF INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.