

Warranty Overview



Warranty Terms & Details

Limited Warranty Policy

Products manufactured by AML are warranted against defects in workmanship and materials, provided the Product remains unmodified and is operated under normal and proper conditions. The term of warranty varies by product. Please refer to the individual product specification sheets. The sole obligation of AML for defective hardware Products is limited to repair or replacement (at AML's option) on a "return to factory" basis with prior AML authorization. Shipment to AML will be at Buyer's expense. No charge will be made to Buyer for repair or replacement parts during the warranty period. Products manufactured by other than AML - AML agrees to transfer to Buyer any and all transferrable warranties AML receives from the manufacturer of products sold to Buyer. No other warranty is made regarding products manufactured by other than AML. The aforementioned provisions do not extend the original warranty period of any Product that had either been repaired or replaced by AML. The above warranty shall not apply to any Product which has been repaired or altered, except by AML; (i) which has not been maintained in accordance with any operating or handling instructions supplied by AML, or (ii) which has been subject to unusual physical or electrical stress, misuse, abuse, negligence or accident. EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS WARRANTIES STATED ABOVE, AML DISCLAIMS ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. The stated expressed warranties are in lieu of all obligations or liabilities on the part of AML for damages, including but not limited to, special indirect or consequential damages arising out of or in connection with the use or performance of the Product or service. AML's liability for damages to Buyer or others resulting from the use of any Product or service furnished hereunder shall in no way exceed the purchase price of said Product or the fair market value of said service. No product will be accepted for warranty return without a Return Authorization from Seller. The RMA number, provided by Seller, must be clearly marked on the outside of the shipping container.

- Covers failures as a result of normal wear and tear (not abuse).
- Covers firmware upgrades.
- Standard return freight (UPS ground) included.

Note : This does not include the replacement of internal components as a result of abuse or excessive wear and tear (See 'Exclusions' below). Printed circuit boards, scan engines, and other electronic assemblies are not covered if they are physically damaged.

Terms and Conditions

TERM & TERM RENEWAL

The term of this Agreement shall be for a period as specified by the Product Warranty Chart, starting at the date of purchase of the Agreement. This Agreement may be renewed for an additional year at American Microsystems, Ltd (AML) then applicable rate, to be paid at the time of renewal.

SERVICES PROVIDED BY AML

Optional Extended Warranty Agreements are available and replace the standard factory warranty and may be purchased for units whose factory warranty is in effect. Under this Agreement, factory repair service is limited to the correction of malfunctions and defects occurring during normal use, including any preventive maintenance and/or adjustments and applicable firmware upgrades, as deemed necessary. AML will provide factory repair service during its normal business hours.

- The Extended Warranty Agreement, once executed, provides for a four (4) business day turnaround, excluding time in transit, commencing as the date of receipt of the unit for repair by AML to the date of return shipment by AML.
- AML will perform preventive maintenance/service once annually at the customer's discretion.
- Repairs not covered hereby will be made subject to then current AML repair charges applicable and be pre-approved by the customer before being performed.

EXCLUSIONS

Repair services provided by American Microsystems, Ltd under this agreement do not include repairs, testing, or replacement of parts caused by:

- Unauthorized tampering/modification of the product.
- Use of the product for other than the use for which designed.
- Accident, misuse, damage or disaster, including but not limited to, fire, flood or neglect.
- Parts, cables, power supplies and/or accessories external to the equipment specified on this Agreement.
- Shipping Damage.

SHIPMENT

To return products to AML for repair under this Agreement the customer shall:

- Ship the complete product, transportation and insurance prepaid, to AML. Include a complete written description of the claimed defect. The RMA Number must be indicated on the outside of box.
- Ship products to AML for repair in the original shipping container or comparable strong carton. If the product is not so packaged and shipping damage occurs, repair of such damage shall not be covered under this Agreement. Repair of this damage will be charged at the flat rate repair charges in affect at that time.
- Surface transportation charges for the return of equipment to the customer after repair shall be paid by AML for shipments within the contiguous forty-eight (48) states and the District of Columbia, unless otherwise stated on the face of the Agreement. Shipment upgrades will be paid by the customer. The customer shall pay all shipping charges, customs clearance and other related charges outside the designated area unless otherwise noted on the face of the Agreement.
- If AML determines that the equipment returned for service is not defective, where the customer has not made reasonable effort to determine the nature of failure, the customer shall pay the then applicable minimum service charge and transportation.

DISCLAIMER AND LIMITATION OF LIABILITY

American Microsystems, Ltd's sole obligation under this Agreement shall be to use its best efforts to repair, subject to the terms of this Agreement, any unit of defective equipment specified herein.

Units of equipment determined by AML to be non-repairable will be returned to the customer (unless the customer elects to abandon such item of equipment at AML's premises) , surface shipment prepaid by AML. That specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed.

AML shall not, under any circumstances whatever, be liable to the customer or any party for lost profits, diminution of goodwill or any other special or consequential damages whatsoever with respect to any claim hereunder. In addition, AML's liability for service claims shall not, in any event, exceed the amount paid by the customer pursuant to this Agreement for the then current applicable term, nor shall AML be liable for delays in repair of equipment hereunder caused by matters beyond its reasonable control constituting a force of nature.

ASSIGNMENT

The customer shall have the right to assign its rights under this Agreement to another for the equipment described herein. Any such assignment shall be in writing and an executed copy thereof be delivered to AML.

GENERAL

AML shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by the customer in any payment required to be made hereunder. The customer shall not be entitled to any refund or credit in either such event. The customer shall have the right to terminate this Agreement only in the event of any material default by AML, in which event, AML's sole liability to the customer shall be to refund to the customer a pro rata portion of the amount paid by the customer for the unexpired then applicable term of this Agreement.

This Agreement shall be deemed to be made in the State of Texas and shall be governed by the laws of the State of Texas. The customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, may be litigated in the state or federal courts located in Tarrant County, Texas and the customer hereby submits to the jurisdiction of such courts. Claims against AML under this agreement shall only be litigated in the state or federal courts located in Tarrant County, Texas.

CANCELLATION POLICY

The customer may cancel this Agreement through written notice for a full refund within 30 days of receipt of payment by AML or before AML's receipt of the first unit for repair, whichever comes first.



AML Corporate Headquarters
2190 Regal Parkway
Eules, Texas 76040
800-648-4452
www.amltd.com

Support Hours
Monday-Friday
8:00 a.m. - 5:00 p.m. (CST)

Technical Support
Tel: **877-842-3990**
Fax: **817-685-6232**
Email: **support@amltd.com**