R-Quest Technologies, LLC Limited 1 Year Warranty

TCA 9200, 9450, 9800, 9850 TCP 7200, 7400, 7550 TCD 1800

R-Quest Technologies, LLC (hereinafter "*R-Quest*") warrants to the original end user that the non consumable parts of equipment purchased will be free from defects in material and workmanship for a period of one year from the date of original purchase. Any part replaced under warranty is warranted to be free from defects in material and workmanship until the expiration of the original warranty.

Heavy use may require this product to be serviced within the warranty period, and such servicing is not covered under this warranty.

This warranty does <u>not</u> cover faults that arise from misuse, negligence, accidents or normal wear and tear. Removing the *R-Quest* label or serial number from the product will void the warranty.

All warranty work should be carried out by an authorized *R-Quest* distributor/service center or returned to the *R-Quest* factory. Parts used for warranty repairs may be new or at *R-Quest's* sole discretion refurbished. Work carried out by a non-authorized person may void the warranty.

The recorder manufacturers warranty the recorders supplied with new *R-Quest* product to be free from defects in material and workmanship for a period of one year. *R-Quest* considers recorders to be consumable items. As a service to our customers within the first 90 days of the warranty (or 12,000 discs which ever comes first), faulty recorders will be exchanged for a new or at R-Quest's sole discretion a refurbished recorder by an *R-Quest* authorized distributor or service center, or can be returned to the *R-Quest* factory for exchange by *R-Quest*. After the 90 day (or 12,000 discs) period, the recorder manufacturer's warranty will apply, and the recorder will be returned to the original manufacturer for repair or replacement under the terms of their warranty. No guarantee of turnaround time by the original manufacturer can be given, and it is recommended that users who require a fast recorder swap should purchase spare recorders. Replacement recorders supplied by *R-Quest* within the first 90 days (or 12,000 discs) if faulty, will be replaced for the remainder of the original ninety (90) day (or 12,000 discs) period, after which time, recorders will be returned to the manufacturer for repair or replacement.

R-Quest DISCLAIMS ALL IMPLIED WARRANTIES ON THE PRODUCT, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. R-Quest WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NON-CONFORMITY IN ANY SOFTWARE. AS A RESULT, THE PRODUCT IS SOLD "AS IS", AND THE PURCHASER ASSUMES THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE, AND IT IS UP TO THE PURCHASER TO DETERMINE SUITABILITY FOR THE INTENDED PURPOSE. THE MAXIMUM LIABILITY IN ANY CASE SHALL BE LIMITED TO THE LESSOR OF THE PURCHASE PRICE PAID FOR THE PRODUCT OR THE R-Quest PUBLISHED RETAIL PRICE AT THE TIME OF PURCHASE.

R-Quest RESERVES THE RIGHT, AT *R-Quest's* SOLE DISCRETION, TO REFUSE TO PROVIDE, OR TO DISCONTINUE PROVIDING TECHNICAL SUPPORT IF *R-Quest* KNOWS, OR HAS REASON TO BELIEVE THAT SUCH TECHNICAL SUPPORT WILL AID CIRCUMVENTING ENCRYPTION OR COPY PROTECTION TECHNOLOGY, OR OTHERWISE ATTEMPTING TO VIOLATE THE LAWS OF ANY COUNTRY. *R-Quest* SHALL NOT BE LIABLE FOR CIRCUMVENTING, OR ATTEMPTING TO CIRCUMVENT SUCH TECHNOLOGY USING *R-Quest* PRODUCTS, OR OTHERWISE AIDING ANY ATTEMPT TO VIOLATE THE LAWS OF ANY COUNTRY.

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R-Quest SHALL NOT BE HELD LIABLE FOR THE INTEGRITY AND/OR LONGEVITY OF ANY TEXT, GRAPHICS, BAR CODES OR COMBINATION THEREOF THAT ARE PRODUCED, GENERATED OR OTHERWISE TRANSFERRED TO THE MEDIA BY THE USE OF *R-Quest* PROVIDED PRODUCTS, NOR IS *R-Quest* LIABLE FOR THE INTEGRITY, VIABILITY OR LONGEVITY OF THE DATA ENCODED ON THE MEDIA.

R-Quest SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT OR ITS DOCUMENTATION INCLUDING DAMAGES FROM LOSS OF DATA, EVEN IF *R-Quest* OR AN AUTHORIZED *R-Quest* DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT *R-Quest's* LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY SHALL NOT EXCEED THE LESSOR OFANY AMOUNTS PAID BY YOU FOR THIS PRODUCT OR THE *R-Quest* PUBLISHED PRICE.

Any written or oral information or advice given by *R-Quest's* dealers, distributors, agents or employees will in no way increase the scope of this warranty. Nor may you rely on such oral or written communication. Some states do not allow exclusions or limitations of implied warranties or liability for incidental or consequential damages, so the above limitations or exclusions 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.

This Limited Warranty is governed by the State Of California, United States of America, and the venue for the resolution of any and all disputes shall be in the county of R-Quest's principle place of business.

What to do if your product requires support

If your *R-Quest* product requires servicing you should first contact the place of purchase and request support. If the service request cannot be completed by the place of purchase, you should contact *R-Quest* directly using one of the following methods:

E-Mail support@r-quest.com Telephone (530) 621 9916 Fax (530) 621 3144

Before shipping any item to *R-Quest*, you must obtain an RMA (Return Material Authorization) number from *R-Quest* support and this number must be placed on the outside of the packaging where it can be easily found. Otherwise the item will be refused and returned at the sender's expense.

All products returned to *R-Quest* under warranty MUST be in original *R-Quest* supplied packaging. If you do not have the original packaging, new packaging can be supplied for a charge. Please contact *R-Quest* for the cost of replacement packaging, which may vary based on the product, and your location. Your warranty will be voided if original *R-Quest* packaging is not used.

Within the first 30 days of warranty, *R-Quest* will cover the cost of shipping to the *R-Quest* factory via ground or other similar transportation method; otherwise you are responsible for the cost of shipping the product to *R-Quest*.

During the warranty period, *R-Quest* will cover the cost of returning the repaired product to you via ground or other similar transportation method. If you require a more urgent transportation method, upgrades can be arranged for a charge, which in all cases must be pre-paid.