



PRODUCT WARRANTY

Intermec warrants the hardware products to be free from defects in material and workmanship under normal use and service. Intermec's obligation under this warranty is limited to correcting the defect in the product or any part thereof which is defective in material or workmanship and which within one (1) year from the date of shipment to Buyer is returned to Intermec with transportation charges prepaid. *Select products include an extended warranty period as identified in the Intermec Price Guide.* Buyer must obtain a Return Material Authorization before the product may be returned. If Intermec determines the product failed due to defects in material or workmanship, Intermec shall repair or replace (at Intermec's option) the defective product free of charge.

Intermec's warranty for supplies, including spare parts, printheads, cutter assemblies, media, pre-printed labels and batteries is limited solely to free-of-charge replacement of such supplies within ninety (90) days of shipment to Buyer. Replacement shall be determined by Intermec wherein such supplies fail to meet applicable specifications and were purchased directly from Intermec for use with Intermec products and provided Buyer has complied with the handling, storage and shelf life requirements as specified by Intermec. Intermec shall have no responsibility whatsoever for consumable supplies purchased from any other source.

Intermec provides software on an "as is" basis only.

These warranties do not extend to any defect, fault, or accident, which is caused by improper or inadequate maintenance, installation or use by Buyer or its customers; Buyer's software, hardware or interfacing; modifications to the product(s) not authorized by Intermec; misuse or misapplication of the product(s) by Buyer or its customers; operation of the product(s) outside environmental or electrical specifications; gross negligence, accident, or disaster.

Intermec shall not warrant and hereby specifically disclaims any express or implied warranty with respect to coverage by Intermec RF (Radio Frequency) products unless Intermec has performed a site survey installed the RF products. Buyer releases Intermec from any and all liability related to coverage by the RF products if Intermec has not performed the described services.

Any representation or warranty made by any other person, including distributors, resellers, dealers, employees and representatives of Intermec, which are inconsistent or in conflict with or additive to the terms of this Warranty, shall not be binding on Intermec unless reduced to writing and approved in writing by an officer of Intermec.

THE ABOVE WARRANTIES ARE EXCLUSIVE OF, AND IN LIEU OF, ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. NO IMPLIED STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. INTERMEC SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY BUYER ARISING FROM DELAY IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE ABOVE WARRANTY.