

Abatron Warranty and Support Terms

1 Hardware

ABATRON Switzerland warrants that the Hardware shall be free from defects in material and workmanship for a period of 3 years following the date of purchase when used under normal conditions. Failure in handling which leads to defects or any self-made repair attempts are not covered under this warranty. In the event of notification within the warranty period of defects in material or workmanship, ABATRON will repair or replace the defective hardware. The customer must contact the distributor or Abatron for a Return Merchandise Authorization (RMA) number prior to returning.

2 Software

License

Against payment of a license fee the client receives a usage license for this software product, which is not exclusive and cannot be transferred.

Copies

The client is entitled to make copies according to the number of licenses purchased. Copies exceeding this number are allowed for storage purposes as a replacement for defective storage mediums.

Update and Support

The agreement includes free software maintenance (update and support) for one year from date of purchase. After this period the client may purchase software maintenance for an additional year.

3 Warranty and Disclaimer

ABATRON AND ITS SUPPLIERS HEREBY DISCLAIMS AND EXCLUDES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4 Limitation of Liability

IN NO EVENT SHALL ABATRON OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE HARDWARE AND/OR SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Any dispute, which may arise in connection with the present terms shall be submitted to Swiss Law in the Court of Zug (Switzerland) to which both parties hereby assign competence.

Abatron AG
Lettenstrasse 9
CH-6343 Rotkreuz / Switzerland
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